

General Terms and Conditions of Charge Assist® Application

Version dated November 20, 2024

These General Terms and Conditions can be accessed at www.chargeassist.app/terms and can be downloaded from that website as a PDF file. If the End-user wishes to install the Charge Assist® application, the End-user must affirm their agreement to these Conditions.

1. Definitions Relating to the Charge Assist® Application

1.1 **Charge Assist® App:** the iOS and Android application offered by GreenFlux, based on which the End-user can access the Charging Infrastructure to charge their Electric Vehicle.

1.2 **Charge Point Operator:** an operator of Charging Infrastructure.

1.3 **Charging Infrastructure:** Compatible Charging Sockets connected to the Charge Assist® App.

1.4 **Charging Session:** a session during which an Electric Vehicle is charged at one of the Compatible Charging Sockets using the Charge Assist® App.

1.5 **Charging Socket:** a facility at a semi-public, public, or private location that can be used to charge the battery of an Electric Vehicle.

1.6 **Conditions:** these general terms and conditions, including any appendices, relating to the use of the Charge Assist® App and access to Charging Infrastructure.

1.7 **Contract:** the agreement pursuant to which the Charging Infrastructure is made available to the End-user via the Charge Assist® App, of which these general terms and conditions constitute an integral part.

1.8 **Electric Vehicle:** a road vehicle powered entirely by an electric motor and/or a hybrid vehicle partly powered by an electric motor, which may use electricity stored in a rechargeable battery via a Charging Socket.

1.9 **End-user:** the natural person or legal entity that has installed the Charge Assist® App and may wish to access the Charging Infrastructure.

1.10 **GreenFlux:** GreenFlux Assets B.V., a private limited company (besloten vennootschap), registered at the Dutch Chamber of Commerce (Kamer van Koophandel) under registration number 55511171, having its registered office (statutaire zetel) in Amsterdam, The Netherlands, and its principal place of business at Joan Muyskenweg 22, 1096CJ Amsterdam, the Netherlands.

1.11 **Non-compatible Charging Socket:** a Charging Socket that is included in the database displayed in the Charge Assist® App but which cannot be operated via the Charge Assist® App.

1.12 **Platform:** the website or other digital environment (such as application stores) from which the Charge Assist® App can be downloaded.

1.13 **Service Provider:** a party with which a contract for the supply of charging services is concluded.

2. Installation, Operation, and Use of the Charge Assist® App

2.1 GreenFlux distributes the Charge Assist® App via the Platform, where the digital content can be downloaded. To use the Charge Assist® App, visit the Platform and register with the Platform operator, binding you to the Platform's relevant terms and conditions. The contractual relationship between you and the operator regarding Platform use is separate from your direct contractual relationship with GreenFlux for using the Charge Assist® App under the Contract. If issues arise with

the Platform, you must contact the operator directly. Clause 11 (exclusion of liability) applies mutatis mutandis.

2.2 The Charge Assist® App can be downloaded onto compatible mobile devices using iOS or Android.

2.3 Before using the Charge Assist® App, the End-user may need to open an account or use the app as a guest. For account creation, a valid email address is required. The End-user can modify personal account settings, such as Electric Vehicle details, payment information, or charging card data, at any time.

2.4 GreenFlux will collect and handle End-user data per its **Privacy Policy** (www.greenflux.com/privacy), the **EU General Data Protection Regulation (GDPR)**, and Australia's **Privacy Act 1988**. GreenFlux guarantees the lawful collection, use, and storage of personal data, ensuring transparency and compliance with privacy principles.

3. Right of Use

3.1 The End-user is granted a non-exclusive, non-transferable right to use the Charge Assist® App solely for its intended purpose.

3.2 The End-user may not modify, reproduce, or reverse-engineer the Charge Assist® App, except as permitted by mandatory law.

4. Misuse of the Application

4.1 The End-user must not misuse the Charge Assist® App or interfere with its functionality, including accessing it unlawfully or introducing malicious code.

4.2 Misuse may result in termination of the Contract and reporting to relevant authorities where applicable.

5. Use of Information / Privacy

5.1 By installing the Charge Assist® App, the End-user consents to GreenFlux processing and storing the entered information for the app's operation and development. GreenFlux will only use data as reasonably necessary for offering access to the Charging Infrastructure. All data will be processed following the **Privacy Act 1988** (Australia) and **GDPR**.

5.2 To enable the app's functionality, location data is collected in real-time to direct users to nearby Compatible Charging Sockets. This data is anonymized and not stored.

5.3 Payment processing is handled by Stripe or a chosen Service Provider. Payment details are neither stored in the Charge Assist® App nor retained unnecessarily, complying with **GDPR** and **Australian Consumer Data Right (CDR)** principles.

6. Maintenance and Updates

6.1 GreenFlux reserves the right to modify, suspend, or update the Charge Assist® App to improve its performance or functionality.

6.2 Updates may require the End-user to accept new terms or conditions to continue using the Charge Assist® App.

7. Termination

7.1 Either party may terminate the Contract by providing written notice.

7.2 GreenFlux may terminate the Contract immediately if the End-user breaches these Conditions.

8. Liability

8.1 GreenFlux is not liable for indirect or consequential losses, except where prohibited by Australian Consumer Law (ACL).

8.2 GreenFlux's total liability for direct damages arising from the Contract is capped at AUD 1,000, except in cases of gross negligence or willful misconduct.

9. Governing Law and Jurisdiction

9.1 The Contract is governed by Dutch law.

9.2 For Australian End-users, mandatory protections under Australian law apply.

10. Contact Information

If you have any questions about these Conditions, please contact us at support@greenflux.com.