

TERMS AND CONDITIONS

VERSION: JUNE 2023

E-Flux and Road are both trade names representing Road B.V., a company registered at Joan Muyskenweg 37, 1114 AN in Amsterdam, the Netherlands, with Chamber of Commerce registration number 70011346. Throughout these terms and conditions, the terms "E-Flux," "we," "our," or "ours" are used interchangeably to refer to Road B.V. We have written down our "Terms and Conditions" in order to make sure that you are aware of what you can expect from us, and what we can expect from you.

1. About us

- 1.1. E-Flux provides a complete eMobility platform that connects parties involved within the electric mobility infrastructure. Among other features, the platform includes software for charge stations, tokens to access charge stations and tools for charge station installation partners.
- 1.2. Our "Services" (singular "Service") are the services offered by us to our Customers at any time via our website or platform and as described in in the order or purchase confirmation, including among other things payment services for charging stations either on a pay-per-use service model or a subscription model, through the issuance of charge cards, as well as charge point management software which is offered to our customers as a software as a service solution (SaaS solution). Throughout these Terms and Conditions we use the term "charge card" to describe all physical or digital objects that can be used to access a charge point, including a charge tag or charge token.
- 1.3. The description of the Services to which these terms apply can be found in the confirmation of the agreement which is concluded when you register for an account, or otherwise enter into a contract with E-Flux ("the Agreement").
- 1.4. We offer our Services to "Customers", consisting both of entities and persons acting in a professional or business capacity or private individuals. Entities and persons acting in a professional or business capacity who purchase our Services are also referred to as "Business Customers". Private individuals who purchase our Services for personal use only (not acting in a professional or business capacity) are also referred to as "Consumers".

2. Applicability

- 2.1. These Terms and Conditions are applicable to Services offered as part of the eMobility platform supplied under the brand names "E-Flux" and "Road" to our Customers.
- 2.2. These Terms and Conditions do not cover products and/or services offered by third parties such as manufacturers, installers, distributors and resellers. In those cases where the (sales) agreement is concluded between the Customer and the third party, the conditions as agreed with the third party apply.
- 2.3. Deviations from these Terms and Conditions shall only apply if explicitly agreed in writing by E-Flux and the Customer, and only apply to the specific agreement containing the deviation.

3. Concluding the Agreement

- 3.1. You conclude an Agreement with E-Flux and become a Customer when you purchase a Service.
- 3.2. E-Flux may perform (automated) solvency checks and credit assessments for Business Customers who make use of our Services on a credit basis, to verify that Business Customers can comply with their financial obligations towards E-Flux. If the outcome gives cause, E-flux is allowed to refrain from entering into or terminating the Agreement with the relevant Business Customer or to impose additional conditions in the Agreement.

- 3.3. If you are a Consumer, you have the right to withdraw from the Agreement for the purchase of Services within fourteen (14) days after conclusion without giving any reason. The withdrawal period begins on the day that the Agreement is concluded. Costs incurred for the charging of electric vehicles during the withdrawal period will not be reimbursed, but will be invoiced in accordance with clause 6 of these Terms and Conditions.
- 3.4. Customers can only transfer their rights and obligations under the Agreement for the purchase of Services with the written permission of E-Flux, which may be subject to conditions.
- 3.5. We can transfer our rights and obligations to another company by a written deed and our Customers are deemed to have hereby consented upfront to such transfer. For Consumers, this consent only extends to the transfer in case of a sale of (part of) E-Flux business activities entailing a transfer of the obligations and rights of E-Flux and/or the Consumer to such third party. In all other cases, Consumers have the right to terminate the Agreement for the purchased Services in accordance with these Terms and Conditions.

4. Availability, connectivity and interruption of Services

- 4.1. E-Flux works hard to ensure that our Services perform properly. We will make reasonable efforts to provide up-to-date Services and support to the Customer. A short interruption in the Services may be required for operational, such as maintenance, reasons. E-Flux will inform you of any planned maintenance or other planned or unexpected interruption of our Services as soon as reasonably possible.
- 4.2. E-Flux may temporarily suspend the provision of Services and has the right to regulate the charging power of charging sessions and interrupt power delivery during charging sessions. The reasons include, but are not limited to, safety concerns, maintenance and updates, hardware malfunctions, power management, or optimizing performance of the charge point or grid.
- 4.3. Our Services operate using software and private and/or public infrastructure, such as mobile internet connections and the electricity network, which can sometimes be disrupted or interrupted by external factors. In many cases, hardware owned by third parties, such as a mobile device or charging stations, is used to utilize our Services. These devices can affect the quality or availability of the Services, for instance due to hardware malfunction or outdated components. Therefore, we cannot guarantee complete availability of our charging Services. At all times we will make our best effort to rectify any issue as quickly as possible.
- 4.4. Our Services are dependent on charging stations being connected and online. Otherwise we will not be able to perform our Services, since offline charging stations prevent us from receiving information about charging sessions taking place, generating an accurate self-billing credit invoice, and paying the invoice amount to Customers. The owner of the charge station will be responsible to ensure that there is sufficient network coverage to allow the SIM card of the charging station to communicate with our cloud service.

5. Reimbursement of Charge Sessions

- 5.1. As part of the Services, E-Flux may purchase electricity related to charging sessions from the charge point operator. The charge point operator is a third party who has concluded the contract for the supply of electricity to the charge point, or has the right of use for the location connected to the electrical grid.
- 5.2. E-Flux has an obligation to pay the charge point operator for the legitimate charge sessions of its Customers which have taken place on the charge points of the charge points operators. A legitimate charge session is considered to be between 0,2 kWh and 350 kWh. If a charge session is outside of this range, and has been identified as incorrect, the charge session will not be (fully) charged to the charge card holder and will not be (fully) reimbursed to the charge point operator.
- 5.3. The amount of the total compensation for performed charging sessions is determined by E-Flux based on the use of the charge station and the applicable set rates for the relevant charging station
- 5.4. Self-billing credit invoices that are accrued due to charging sessions that take place on Customer owned charging stations are generated in our software platform each month, available via your account. The invoice amount will be paid out by E-Flux with a payment term up to 45 days, in accordance with these Terms and Conditions.
- 5.5. E-Flux reserves the right to limit the setting of charge rates to a maximum.

6. Invoice and Payment

- 6.1. Customers are obliged to pay E-Flux the amounts and fees for the Services purchased, which may include the costs of charging at a charge station operated by third parties and additional administration or subscription fees. These amounts will be specified on the invoice, in the quote you received, or in accordance with the prices communicated by E-Flux through other means.
- 6.2. The digital invoice will be available in your account on our platform. We can charge you an administrative fee if you request us to send a copy of the invoice to you separately, either digitally or by regular mail.

- 6.3. We shall deduct the amount that you have to pay us from your account via direct debit, unless agreed otherwise. Due to rounding differences, the amount on the invoice or stated in your account can differ slightly from the actual amount which is debited from your account. Differences of EUR 0,03 and below will not be reimbursed, credited or settled with other payments owed to E-Flux.
- 6.4. The payment due date is stated on the invoice. If for whatever reason the payment due date is not included on the invoice, the invoice is due within seven (7) days from the invoice date.
- 6.5. If a charge session took place in the Netherlands, charging costs can be charged to the Customer for up to twelve (12) months after the relevant charging session and/or Service was purchased. For sessions which took place outside of the Netherlands, charging costs can be charged to the Customer for up to twenty-four (24) months after the relevant charging session and/or Service was purchased.
- 6.6. If you are permitted by law to have a direct debit reversed, this will not affect your payment obligation to E-Flux.
- 6.7. If you think we made a mistake on an invoice, please send that invoice to support@e-flux.io before the end of the payment term. If you object to the invoice, you are only entitled to temporarily postpone the payment of the part that you do not agree with. You must pay the remainder of the invoice on time. To keep our Services affordable, we are not able to reimburse you for amounts below EUR 2,00 per invoice. If you wrongly complain about an invoice more than three (3) times in one calendar year, E-Flux will be entitled to charge you the administrative costs of EUR 50 ex. VAT per calendar year, and/or to terminate our Services.
- 6.8. Due to roaming agreements, claims for incorrect charge sessions, such as disputing the amount, kWh or charge dates, should be made within four (4) weeks of receiving the invoice for the disputed charge session.
- 6.9. E-Flux is authorized to adjust the prices of the Services due to developments in the market and for inflation correction purposes. All changes in prices will be announced in advance on the website and will be communicated to you by email. For new Customers, the price changes will take effect at least three (3) months after concluding the Agreement.

7. Contract Term

- 7.1. The applicable term for our Services will be agreed upon in writing with the Customer, or shall be in accordance with the Service description as presented to the Customer at the time of purchase of the Service and in the order confirmation. The term can vary per Service.
- 7.2. Our charge card Services can be purchased either on a pay-per-use basis or via a monthly subscription, which can be terminated on an ongoing basis taking into account a one-month (1) notice period.
- 7.3. Our charging point e-mobility Services are subject to an initial two (2) year contractual term. Following the expiration of the initial term, the Agreement is automatically renewed for an indefinite period, with a one (1) month notice period. If the Customer wishes to cancel the Services prematurely during the initial term, the Customer owes E-Flux the total remaining amount for the Services purchased.

8. Customer obligations

- 8.1. Customers are responsible for the correct and timely use of purchased Services and shall pay all costs related to the Service, regardless of whether the Customer itself or another person makes use thereof, including without the Customer's permission or knowledge.
- 8.2. You are responsible for ensuring that the information you provide to us when concluding the Agreement is complete and accurate. This includes any Customer details, such as name, bank account number, VAT number, billing address, payment details, and email address. If any changes occur, you are required to update the information in your customer account as soon as possible. E-Flux may assume that the information provided by the Customer is accurate until the moment it has been informed otherwise by the Customer.
- 8.3. If you purchase our Services for the charging of an electric vehicle, you are responsible for charging the electric vehicle in a timely and proper manner in accordance with the relevant requirements as applicable to your specific vehicle (such as described in the vehicle's manual, technical requirements, etc.).
- 8.4. If you purchase our Services for the use of your charge station, you are responsible for setting the applicable rates for the charging sessions that take place on your charge station via the Services.
- 8.5. If you use our Services in connection with the services or hardware of third parties (such as charge points owned by others), you shall observe proper and due care in relation to these services or hardware. You will report any malfunctions, problems or other issues to the relevant third party as soon as possible.
- 8.6. You will report any malfunctions, problems or other issues relating to our Services, that may give cause to damages, as soon as possible to E-Flux, but ultimately within one (1) week after having become aware thereof.
- 8.7. The use of third-party charge stations may be subject to conditions as set by or agreed upon between the Customer and the relevant third party. You are responsible for complying with these conditions. You understand and accept that E-Flux does not provide customer support in relation to charge stations in third party networks or third party services, other than those which relate to E-Flux's Services.

- 8.8. You are responsible for taking note of communications sent by E-Flux via e-mail. We consider any written communication sent to your E-Flux account or an email sent to the email address in your account to be received.

9. Termination of services

- 9.1. Under certain circumstances, E-Flux has the right to terminate or change the Services. This may include removing (third party owned) charge points registered in the E-Flux software platform, deactivating charge cards, blocking access to charging Services, and refraining from paying out charge session reimbursements.
- 9.2. In case of late payment, we reserve all our legal rights, which may include (but is not limited to) the termination or suspension of the delivery of our Services, charging of extrajudicial collection costs, charging a one-time reconnection fee, interest fee(s), and/or transfer our claim to a debt collection agency. If we have reason to doubt your ability to pay our invoices, for instance due to the outcomes of credit checks performed for our Business Customers (as referred to in clause 3.2 of these Terms and Conditions), we may require a security deposit or advance payment for the provision or continuation of certain Services.
- 9.3. We may also suspend or terminate delivery of our Services under the following circumstances:
- A. If the direct debit cannot be executed successfully after several attempts or when the Customer fails to fulfill any payment obligation.
 - B. In case of a negative credit check (as referred to in clause 3.2 of these Terms and Conditions).
 - C. When any insolvency, bankruptcy (including reorganization), liquidation or winding-up proceedings are initiated against the Customer.
 - D. If the Customer does not comply with its obligations under these Terms and Conditions.
 - E. If you move to a place where we cannot provide the Services or an equivalent level thereof.
 - F. In other circumstances which lead to a necessity to terminate our Services, including, but not limited to, misuse and/or suspicion of fraud.
- 9.4. Even if we (temporarily) suspend the delivery of or terminate the Services (as referred to in clause 9), the Customer remains obliged to pay the outstanding invoices for the Services delivered by us and any other costs incurred by us in relation thereto up until the suspension or termination of the Services.

10. Charge cards

- 10.1. Charge cards provided by E-Flux have a two (2) year warranty against material or manufacturing defects. If the Customer detects any defect to the charge card, this must be reported to E-Flux as soon as possible, but ultimately:
- A. within ten (10) working days for our Business Customers; and
 - B. within two (2) months for Consumers.
- 10.2. If your charge card defects within the two (2) years after receipt, and the defect has been duly and timely reported to us, you will receive a replacing charge card free of charge once. Costs for any further replacements or replacements of the card during and after the two (2) year warranty period will be charged to the Customer. Defective charge cards must always be returned to E-Flux by the Customer at their own expense.
- 10.3. The warranty mentioned in clause 10.2 applies only to charge cards purchased directly from E-Flux and not from third parties such as resellers, installation partners or other third parties.
- 10.4. In the event your charge card is damaged, lost, or stolen, the Customer must block the charge card in its account and report this to E-Flux as soon as possible. Until the moment that the card/tag is blocked, the Customer is responsible for all costs related to the misuse of the charge card and for transactions made using the charge card before it is blocked. Replacement costs will be charged.

11. Liability

- 11.1. E-Flux is not liable for any damages suffered by Customers as a result of the Customer's failure to comply with its obligations under these Terms and Conditions.
- 11.2. E-Flux is not liable for any damages suffered by Customers as a result of dysfunctional charge points that prevent the correct and/or complete delivery of the Services to the Customer, fully or partly. This includes, but is not limited to charge points that cannot be used for the Services, wholly or in part, due to (previous) improper usage of the charge point or other Services, malperformance, dysconnectivity, operational or network interruption or malfunction and/or other unavailability of the relevant charge points and/or other Services.
- 11.3. E-Flux is not liable for any damage as a result of the charging rate that has been set by a Customer or a third party. This includes, but is not limited to, situations where the set charge rate is lower than the Customer's electricity costs or negative responses to the level of rates.
- 11.4. Unless E-Flux is otherwise prohibited by applicable law, for instance in relation to Consumers, E-Flux's liability is limited to direct damages suffered by Customers that are caused by a shortcoming that is attributable to us. In

other instances, E-Flux cannot be held liable for any other damages suffered unless these are the result of (malicious) intent (*opzet*) or culpable negligence (*bewuste roekeloosheid*) on our side. Our maximum liability will be EUR 2,000 per event or in the case of multiple events it shall not exceed the total amount payable by the Customer to E-Flux for the purchased Services in the 12 months leading up until the first event resulting in such damage.

- 11.5. E-Flux is not liable for any indirect damages, including any consequential damages arising from or in connection with the Services, including, without limitation, loss of profit, missed savings, reduced goodwill, damages relating to interruption or suspension of our Services or business interruptions, or any incurred losses, costs or other damages relating thereto.
- 11.6. Failure of the Customer to comply with the obligation to inform E-Flux of any events that may result in potential damages, in accordance with clause 8.6 of these Terms and Conditions shall result in a lapse of their claim for compensation of damages.
- 11.7. E-Flux is not liable for any damages of Customers if we cannot provide the Services specified in the Agreement due to circumstances beyond our control (a force majeure event). This includes, but is not limited to, disruption or failure of internet, electricity networks, email networks, technologies, telecom networks or other systems, third party services, as well as cyber incidents, strikes and labor actions, government action, natural disasters, extreme weather conditions, flooding, lightning, fire, global shortages, pandemics, epidemics, war, riots, or sanctions.
- 11.8. Clause 11 shall apply to all Customers unless E-Flux is prohibited by law to limit its liability towards you, for instance if you are a Consumer.

12. Privacy

- 12.1. We process your personal data in accordance with our privacy statement, which can be found at <https://www.e-flux.io/nl/en/privacynotice>. Where relevant, E-Flux will conclude the necessary agreements for the processing of personal data.

13. Intellectual Property

- 13.1. You accept that all intellectual property rights (including copyrights, trademark rights, database rights, and patent rights) contained in and/or created in the provision of the Services remain the sole property of E-Flux and/or its licensors.

14. Changes in the Terms and Conditions

- 14.1. E-Flux reserves the right to modify the content and scope of the Terms and Conditions, either in part or in full. Such modifications may occur for several reasons, including legal or regulatory requirements, enhancement of existing features of Services, and the addition of new features.
- 14.2. If any clause of these Terms and Conditions is declared void or unenforceable by any competent court or competent supervisory authority, it will not affect the validity of the other clauses of these Terms and Conditions. E-Flux shall endeavor to replace any void or unenforceable clause by a valid clause which reflects the intent of the original clause to the greatest extent possible, where necessary with the Customer's cooperation.
- 14.3. In the event that changes to the Terms and Conditions may impact the ongoing contractual relationship with the Customer, E-Flux shall notify the Customer prior to such material changes taking effect. We may communicate the changes through various means, such as displaying a prominent notice, sending an email, or displaying the information in the mobile application. The notification will contain details about the proposed changes.
- 14.4. Customers that have purchased a Service which is still subject to the initial two (2) year term as referred to in clause 7.3, may terminate the Agreement within one (1) month after the material changes to the Terms and Conditions as referred to in clause 14.3 have been announced. This clause does not apply to changes or additions to the Terms and Conditions as a result of changes in relevant legislation and/or regulations.

15. Choice of law and forum

- 15.1. Any agreement relating to our Services as well as these Terms and Conditions are exclusively governed by the laws of the Netherlands. Any disputes relating thereto must be submitted to the competent courts of Amsterdam, the Netherlands. Consumers also have the right to submit a claim before a competent court in the EU member state of their residence.
- 15.2. As an alternative to resolution of disputes through courts, Consumers resident in the European Union may refer their complaint to the European Online Dispute Resolution Platform. Consumers may obtain more information by visiting the European Commission's Online Dispute Resolution Platform's [website](#)