

# GENERAL TERMS AND CONDITIONS

VERSION: JULY 2024

## 1. General

- 1.1. We are Road B.V. (trading as "**Road**" as well as "**E-Flux**"), registered at Joan Muyskenweg 37, 1114 AN in Amsterdam, the Netherlands, with Chamber of Commerce registration number 70011346.
- 1.2. These Terms and Conditions are applicable to the Services offered and delivered by Road to its Customers under the brand name "**E-Flux by Road**".
- 1.3. The applicability of any general terms and conditions of the Customer is explicitly rejected, and shall not be binding on Road.

## 2. Definitions

In addition to terms as defined elsewhere in the Agreement, the following capitalised terms have the meanings as given to them in this clause 2.

- 2.1. **Affiliate** means any legal entity that through a majority of shares or voting rights controls, is controlled by, or is under common control with a Party, provided that "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.
- 2.2. **Agreement** means the agreement between Road and the Customer concerning the Services offered by Road of which the Terms of Conditions form an integral part.
- 2.3. **Charge Card** means all physical or digital objects (including a charge tag, token or charge card) issued by Road that can be used to access a Charge Point for charging an Electric Vehicle and to enable the identification of the Customer at such Charge Point.
- 2.4. **Charge Card Services** means the services offered by Road to the Customer in connection with the use of a Charge Card for charging Electric Vehicles at Charge Points that are (through roaming or directly) connected with the Customer's E-Flux by Road Charge Card, including but not limited to the use of the Platform, Website or an App by the Customer.
- 2.5. **Charge Point** means the respective charging device, including all associated installations, through which an Electric Vehicle can be charged. This can, for example, be a socket or a charge cable that is connected to the device.
- 2.6. **Charge Point Management Services** means the services offered by Road in connection with the management and operation of a Charge Point, including but not limited to the use of the Platform, the Website or any applications, the 24/7 support service and the Full Service Payment Solution.
- 2.7. **Charging Session** means the process of charging an Electric Vehicle at a Charge Point from the moment the Electric Vehicle is connected until the moment the vehicle is disconnected.
- 2.8. **Customer** means the natural person or legal entity who enters into a legal relationship with Road for the purchase of the Services from Road. The term "you" is also used to refer to the Customer. Any referral to the Customer also includes any person who is authorised by the Customer to use the Services.
- 2.9. **Consumer** means a natural person who purchases the Services for personal use only (not acting in a professional or business capacity).
- 2.10. **Confidential Information** means all information disclosed by either Party (explicitly including the contents of the Agreement), except information that: (i) was known by the receiving party prior to receipt from the disclosing Party, (ii) is publicly available or (iii) is obtained from a third party without breach of confidentiality.

- 2.11. **Data Protection Laws** means any applicable EU and national data protection legislation as amended from time to time including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) "GDPR" and laws implementing the GDPR.
- 2.12. **Electric Vehicle** means a road vehicle containing more than two wheels which is entirely or partially powered by an electric engine, which may or may not use energy stored in a battery that can be charged using a Charge Point.
- 2.13. **End User** means a natural or legal person purchasing electricity for direct use in an Electric Vehicle.
- 2.14. **Full Service Payment Solution** means the electronic payment functionality, as part of the Charge Point Management Services, to enable End Users to pay for a Charging Session at Customer's Charge Point on an ad hoc basis through "Tap to Pay" and/or "Scan to Pay", including any and all new electronic payment functionalities that will be added to the Full Service Payment Solution by Road.
- 2.15. **Intellectual Property Rights** means patents, trade secrets, inventions, trademarks, Internet domain names, service marks, registered or unregistered designs, applications for any of the foregoing, copyright, trade and business names and any other similar intellectual property rights and other proprietary rights in any country and whether such intellectual property rights are registered or unregistered.
- 2.16. **Party** or **Parties** means Road and/or Customer.
- 2.17. **Platform** means the E-Flux by Road e-mobility platform, which is offered as a platform as a service solution (PaaS solution), where the Customer can log in using its login credentials, accessible via the App or the Website.
- 2.18. **Purchase Confirmation** means the proposal or quotation provided by Road to the Customer for the supply of the Services that is signed by both the Customer and Road or the purchase confirmation provided to the Customer, which may be sent to the Customer via email and/or accessible through Customer's user account on the Platform.
- 2.19. **Services** are the services offered by Road to the Customer as stated and agreed upon in the Agreement, which may consist of (i) the Charge Point Management Services, and/or (ii) the Charge Card Services and (iii) other services as agreed upon.
- 2.20. **Scan to Pay Solution** is the feature that enables End Users to pay at Customer's Charge Point using major payment methods on an ad hoc basis for a Charging Session via a QR code that leads the End User to a website through which a secure payment transaction can be carried out.
- 2.21. **Tap to Pay Solution** is the feature that enables End Users to pay at Customer's Charge Point using major payment methods on an ad hoc basis for a Charging Session via a payment terminal that is integrated with Customer's Charge Point.
- 2.22. **Terms and Conditions** means these E-Flux by Road general terms of conditions.
- 2.23. **Website** means Road's website located at: <https://e-flux.io/en/> or any other website location as provided by Road.

### 3. Concluding the Agreement

- 3.1. **Start date.** The Agreement is concluded between the Customer and Road as indicated in the Purchase Confirmation, and, in case no start date is mentioned, at the latest at the moment the Customer accepts the Services by registering for an account or by using the Services.
- 3.2. **Non-binding.** Proposals and quotations issued by Road are non-binding and may be withdrawn by Road at any point before the Agreement is concluded. Verbal promises and agreements made by Road's employees do not bind Road.
- 3.3. **Credit assessment.** Road may perform (automated) solvency checks and credit assessments for Customers who make use of Services on a credit basis, to verify that Customers can comply with their financial obligations towards Road. If the outcome gives cause, Road is allowed to refrain from entering into or to terminate the Agreement with the relevant Customer, or to impose additional conditions in the Agreement.
- 3.4. **Contract Party.** If a natural person is utilising the Services on behalf of a company, the Terms and Conditions are applicable towards that company. In this situation, the natural person is contracting with Road on behalf of the company and, therefore, this natural person guarantees that it has the necessary

authorization (i) to accept the Terms and Conditions on behalf of the company and (ii) to legally bind the company to the Agreement.

## 4. Services

- 4.1. **Services.** In exchange for the fees and any other amounts to be paid by the Customer as outlined in the Agreement, Road undertakes to provide the Services, as agreed upon, to the Customer, throughout the duration of the Agreement and subject to the terms of the Agreement.
- 4.2. **Services Commencement.** The commencement date for the provision of the Services under this Agreement may vary for each type of Service, per Charge Point, and/or per Charge Card. The commencement of each Service by Road is contingent upon the fulfilment of all necessary prerequisites, including but not limited to the completion of the registration, activation and/or configuration process.
- 4.3. **Uptime.** Road shall strive to maintain an Uptime of ninety-nine and nine tenths percent (99.9%), whereas Uptime is the service availability of the Platform in a calendar month during the term of the Agreement, and whereas service availability will be measured as the percentage of healthy Platform responses as measured over the duration of a calendar month. This is done by verifying a receipt of valid response every minute from API, OCPP Server and web dashboard services. Uptime measurement is performed by a third party, visible and published at <https://roadstatus.io>. The calculation of Uptime excludes instances of: Customer's acts or omissions, force majeure events as outlined in clause 11.3, scheduled downtime for maintenance, hackers or virus attacks or emergency maintenance related to a force majeure event.
- 4.4. **Dependencies.** The 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 that are outside of Road's control. In many cases, hardware owned by third parties, such as a mobile device or Charge Points, is used to utilise the Services. The maintenance, security, performance of Customer's Charge Points, the peripherals and connections will be the responsibility of the Customer. These devices can affect the quality or availability of the Services, for instance, due to hardware malfunction or outdated components. Therefore, Road cannot guarantee complete availability of the Services. Road shall not be liable or responsible for any damage resulting from interruptions, defects and/or faults in this infrastructure or in the supply of electricity for the Charging Sessions. At all times Road will use its best efforts to rectify any issue, to the extent that this is within its scope, as quickly as possible.
- 4.5. **Interruption.** Road may temporarily interrupt the provision of Services, or part thereof (including regulating the charging power of charging sessions and interrupting power delivery during charging sessions), if this is needed in relation to safety, maintenance, updates, hardware malfunctions, power management, or optimising performance of the Charge Point or grid.
- 4.6. **Suspension.** Road has the right to suspend the delivery of Services to the Customer, remove Customer's Charge Points connected to the Platform, deactivate Charge Cards, deactivate any Customer account, and refrain from paying out Charging Session reimbursements or delay such payments, with reasons provided. This may occur, for example, (i) in case of a (suspected) violation by the Customer of one or more applicable terms of the Agreement, (ii) if fraud is suspected, (iii) if there is a violation of any applicable law or regulations by the Customer while using the Services, (iv) if the use of the Services by the Customer disrupts or potentially damages (the functioning of) the Platform or is deemed harmful to the reputation of Road or third parties.
- 4.7. **Subcontractors.** Road reserves the right to engage subcontractors for the provision of the Services under this Agreement. Road remains responsible for the performance and quality of the Services towards the Customer.
- 4.8. **Changes.** Road is committed to ongoing innovation and shall make reasonable efforts to provide up-to-date Services and support to the Customer. Hence, Road reserves the right to make changes to the Website, the Platform, and the Services. These changes may involve the addition, updates or removal of features and functionalities, as well as the introduction of new digital services or the cessation of existing ones. In case such changes materially change or deviate from the agreed Services, Road shall inform the Customer about such changes in advance, if possible.
- 4.9. **"As is".** Except as otherwise indicated, the Services are provided "as is" without warranty of any kind, whether expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality, accuracy, adequacy, completeness, currency, correctness, or validity of any information, material or content provided by the Customer through the Services rests with the Customer.

## 5. General Customer obligations

- 5.1. **General Customer obligations.** The Customer shall be obliged and shall ensure to:

- a. comply with all applicable laws and regulations in connection with the use of the Services, including the Data Protection Laws;
  - b. not engage itself and ensure that its contractors (will) not engage in any form of actions that could lead to criminal liability, in particular with respect to bribery, corruption extortion, embezzlement and money-laundering;
  - c. provide Road with complete and accurate information when registering for an account and upon Road's reasonable request, and to update the information in its customer accounts as soon as possible, in case of changes;
  - d. comply with all reasonable instructions provided by Road related to (the use of) the Services;
  - e. maintain the confidentiality of its user names, passwords and other identifiers for accessing the Services (e.g. by setting a strong password). The Customer shall be held accountable for all activities conducted under any of its customer accounts;
  - f. provide full cooperation with Road to resolve any incidents or problems.
  - g. promptly notify Road in writing of any malfunctions, problems or other issues relating to the Services that may give cause to damages, after having become aware thereof.
  - h. observe proper and due care in relation to the use of Charge Points and the Services.
- 5.2. **In case of breach.** In case of any (suspected) violation of the Agreement, the Customer shall:
- a. notify Road in writing as soon as possible, but ultimately within one (1) week after having become aware thereof.
  - b. cooperate with Road to do what is necessary to remedy such violation and limit its consequences.
- 5.3. **Indemnification.** The Customer indemnifies Road for damages, costs or losses suffered or incurred by Road and/or its Affiliates (including legal fees) due to any violation of the Agreement or other failure to meet Customer's obligations as set out in the Agreement.
- 5.4. **VAT Treatment.** The Customer acknowledges and agrees that any (self-billing) invoices issued by Road are based on the information provided by the Customer. The Customer warrants that all information supplied, including but not limited to details pertinent to the Value Added Tax ("**VAT**") treatment, is accurate, complete and up-to-date. In the event that the Customer provides incorrect, inaccurate, or incomplete information that results in any discrepancies, errors, or non-compliance with applicable VAT laws and regulations, the Customer shall be solely responsible for any resulting liabilities, penalties, interest, or additional costs incurred. Road shall not be liable for any such consequences arising from the Customer's provision of incorrect, inaccurate or incomplete information. The Customer agrees to indemnify and hold Road harmless against any and all claims, damages, penalties, losses or expenses arising from or related to such incorrect, inaccurate or incomplete information.
- 5.5. **Notices.** Customer is responsible for taking note of notices provided by Road. Road considers any written communication sent to the Customer's account or an email sent to the email address indicated by the Customer in their account to be received.

## 6. Charge Point Management Services

- 6.1. **Restricted Use.** The Customer shall be allowed to use the Charge Point Management Services only for managing and operating Charge Points (based on ownership or on a right of use regarding such Charge Point) with regard to the process of charging Electric Vehicles at such Charge Points.
- 6.2. **Charge rates.** The Customer is obliged to set reasonable prices for the provision of a Charging Session. For Charge Points that are not open to the public it is considered unreasonable to apply a start tariff and/or price per minute, unless a compelling argument is provided to justify such pricing. Road reserves the right (i) to limit the setting of charge rates by the Customer for Charging Sessions to a maximum, and/or (ii) to set a reasonable tariff for the use of Customer's Charge Point by End Users or roaming partners and publish it as such in the App, with any difference from the tariff set by the Customer accruing to Road.
- 6.3. **Correct location information.** The Customer warrants that the information about the location of the Charge Point is accurate, complete and up-to-date.
- 6.4. **Public Charge Points.** Customer agrees and acknowledges that all Customer's Charge Points that are open to the general public shall be considered as Public Charge Points, and consequently Customer shall be considered as the operator of said Public Charge Points under applicable laws and assumes the responsibilities thereof, including, but not limited to:
- a. The Customer is obliged to activate the "public" mode in the Platform with regard to its Public Charge Points.
  - b. As part of the Services, Road may purchase electricity related to Charging Sessions from Customer in order to resell it to the End User or roaming partners. Electricity will be transmitted directly from the Customer's public Charge Point to the Electric Vehicle. In case Road resells the

- electricity to the End User or a roaming partner, Road is entitled to determine the resale price (e.g. by adding a roaming fee).
  - c. The Customer shall set the rates for the Charging Sessions in accordance with applicable laws and regulations.
  - d. The Customer shall provide correct and complete information as required by Road and applicable laws and regulations with regard to the Customer's Charge Points, without delay.
  - e. By activating the "public" mode for a Charge Point, the Customer consents to the sharing of necessary data related to the relevant public Charge Point with third parties for the purpose of allowing End Users to locate the Charge Point.
  - f. By activating the "public" mode for a Charge Point, the Customer consents to the automatic activation of the Scan to Pay Solution for such Public Charge Point and accepts the responsibility for payment of the applicable costs incurred in case of it the use of the Scan to Pay Solution by End Users.
  - g. The Customer is responsible to display the tariff of a Charging Session, as set in accordance with clause 6.2, clearly and recognisable on the Charge Point and to comply with Road's instructions.
- 6.5. **Costs.** For Charge Point Management Services the costs consist of at least the following components: a. one-off set up fee, if applicable; b. subscription costs; c. the transaction fee for administrative handling per ad hoc Charging Session for the use of the Full Service Payment Solution, if applicable; d. other costs, for example the costs charged for activating specific payment terminals, if applicable; d. e. non-automated payment fee, if applicable.

## 7. Reimbursement for Charging Sessions

- 7.1. **Legitimate Charging Session.** A legitimate Charging Session is the sale or provision of electricity at a Charge Point, that is registered in the Platform by or on behalf of the Customer, delivered to an End User (directly or indirectly) with the use of the Charge Point Management Services for charging an Electric Vehicle. Road has an obligation to pay the Customer for legitimate Charging Sessions, provided that Road is not obliged to pay compensation for the Charging Sessions in case of an illegitimate Charging Session.
- 7.2. **Illegitimate Charging Session.** A Charging Session will not be considered as legitimate in the event:
- a. of non-compliance of clauses 6.1 (use), 6.2 (charge rate), or 6.3 (location information); or
  - b. the delivered electricity of such Charging Session is below 0,2 kWh (this condition is not applicable regarding Charging Sessions which are paid via the Full Service Payment Solution); or
  - c. the delivered electricity of such Charging Session is above 350 kWh; or
  - d. the Charging Session has been identified as incorrect, illegal or immoral by Road for legitimate reasons; or
  - e. the End User has carried out a fraudulent or otherwise unauthorised transaction regarding such a Charging Session.
- If a Charging Session is not legitimate: (i) the Customer is obliged to pay back for such Charging Session, if it has already been paid by Road, upon first written request by Road, (ii) in the event of clause 7.2 under a or d the Customer shall be responsible for paying a penalty to Road of EUR 500,- per illegitimate Charging Session, and (iii) Road is entitled to take all necessary actions that Road deems necessary, without prejudice to Road's statutory rights.
- 7.3. **Amount.** The total reimbursement for legitimate Charging Sessions is determined by Road, based on the usage of the Customer's Charge Point(s) and the applicable rates set by the Customer in accordance with clause 6 for the relevant Charge Point(s), plus VAT, if applicable.
- 7.4. **Currency.** The reimbursement for Charging Sessions shall be made in the currency as agreed in the Agreement. If no currency has been explicitly agreed upon, the default currency for the reimbursement for Charging Sessions is the currency of the country where the relevant Charge Point is located, provided that Road is actively providing its Services there.
- 7.5. **Invoicing.** Parties agree that the invoicing of the compensation for Charging Sessions that take place on Customer's Charge Points can be done via self billing credit invoices that are generated in our Platform after each calendar month, and made available via Customer's account. The invoice amount will be paid out by Road with a payment term up to forty-five (45) calendar days, in accordance with these Terms and Conditions.
- 7.6. **Suspension.** Road reserves the right to delay payment to the Customer if, in Road's judgement, it is necessary to protect its Platform, its customers, third parties, or its reputation, or if there is suspicion that a Charging Session is not considered to be legitimate or if the Customer is violating the terms of the Agreement. This includes, among others, situations where there are indications that electricity has not been delivered for the purpose of charging an Electric Vehicle due to errors or fraudulent activity and situations where the location data is incorrect/ not up-to-date.

- 7.7. **Delayed data transmission.** Please note that if the data regarding Charging Sessions are not promptly transmitted from the Charging Point to Road, the reimbursement of such Charging Sessions may be included in a later invoice. And when the data of a Charging Session is transmitted to Road with a delay of more than two (2) months due to reasons not within Road's control, Road has the right not to reimburse such Charging Session to the Customer.

## 8. Charge Card Services

- 8.1. **Charge Card Services.** A Customer can request a Charge Card and can choose from the available options. For the provision of the Charge Card Services Road shall charge the fee based on the applicable rate at that time, to be paid by the Customer.
- 8.2. **Costs.** For Charge Card Services the costs consist of at least the following components: a. one-off card fee, if applicable; b. subscription costs, if applicable; c. the rates charged for the Charging Session, this generally concerns the fee for the operator of the Charge Point; d. the transaction fee for administrative handling per Charging Session for the use of the Charge Card, if applicable; e. manual payment fee, if applicable.
- 8.3. **Activation.** The Customer must register an account in the Platform and activate the Charge Card to use the Charge Card for access to Charge Points and to view (usage) information in the Platform.
- 8.4. **Lost or Stolen.** In the event a Customer's Charge Card is damaged, lost or stolen, the Customer must immediately block the Charge Card in its account and report this to Road as soon as possible. Until the moment that the Charge Card is blocked, the Customer is responsible for all costs related to any misuse of the Charge Card and for transactions made using the Charge Card before it is blocked. Replacement costs will be charged for a new Charge Card issuance.
- 8.5. **Responsibilities.** When using the Charge Card Services, the Customer shall charge the Electric Vehicle in a timely and proper manner in accordance with the relevant requirements as applicable to the Electric Vehicle (such as described in the vehicle's manual, technical requirements, etc.) as well as to the Charge Point.

## 9. Fees and Payment

- 9.1. **Payment obligation.** The Customer is obliged to pay Road, without offset or deduction, the fees for the provisions of the Services and other amounts in accordance with the Agreement. The fees and these amounts are specified in the Agreement or on the invoice(s), or will be in accordance with the prices, tariffs and rates as communicated by Road in another manner.
- 9.2. **Non-automated payment.** If the Customer does not opt for direct debit as the payment method, Road reserves the right to apply an administrative fee per invoice. Details regarding these charges will be disclosed prior to entering into any agreement or during the signup process.
- 9.3. **Currency.** All payments shall be made in the currency as agreed in the Agreement. If no currency has been explicitly agreed upon, the default currency for all fees and amounts payable by the Customer to Road is the currency of the country where the Customer is located, provided that Road is actively providing its Services in such country. Regarding charging sessions for Customers who purchase Road Charge Card services, the same principle applies. In the event that charging sessions occur in a country with a different currency, the amounts involved will be converted to the currency applicable to the Customer based on Road's basis for conversion.
- 9.4. **Taxes.** Unless expressly specified otherwise, all amounts and fees are exclusive of the VAT or any other taxes (excluding any taxes based on Road's net income), duties, levies, tariffs, and other governmental charges (collectively "**Taxes**"). The Customer shall be responsible for the payment of all Taxes with regard to the amounts and fees due in accordance with applicable regulations.
- 9.5. **Invoice.** The digital invoice shall be sent to the Customer digitally and will be available in Customer's account on the Platform. Invoices shall generally be sent on a monthly basis, provided that Road is entitled to send Customers of Charge Card Services invoices with regard to costs of charging at Charge Points with the use of Charge Card on a more frequent basis, including on a daily basis.
- 9.6. **Payment Term.** The Customer must transfer the full invoiced amount within the payment term as mentioned on the invoice. If no payment term is mentioned on the invoice, a payment term of five (5) calendar days from the invoice date applies.
- 9.7. **Late payment.** In case of late payment by the Customer (such as when a direct debit cannot be completed (in full) for any reason, or if the Customer fails to make payment within the applicable payment term), Road shall, notwithstanding any other rights and remedies Road may have under the applicable law, be entitled to charge the Customer: (i) interest (compounded daily) on the outstanding amounts at a per annum rate equal to the maximum allowed by applicable law, from the due date until payment is received,

and (ii) all costs associated with collecting any debt that is overdue. In addition, Road has the right to suspend the delivery of the Services (including limiting Customer's access to the Services as well as deactivating Charge Cards), demand payment in advance, and terminate the Agreement at its discretion until all undisputed and outstanding amounts are paid in full.

- 9.8. **Right to offset.** Road has the right to offset any amounts payable by Customer to Road under this Agreement from any amounts Road owes Customer, such as reimbursement for charging sessions.
- 9.9. **Changes to fees & subscription plans.** To the extent permitted by law, Road shall at all times have the right to change the fees, rates and tariffs of the Services and the subscription plans. Road shall notify the Customer at least thirty (30) calendar days before any such fee changes or subscription changes will become effective. Only if the Customer is entitled to do so in accordance with mandatory law, the Customer can terminate the Agreement (wholly or limited to the Services that are affected by the announced change) before the change takes effect, if the Customer does not wish to accept the change that is applicable to the Customer.
- 9.10. **Invoice complaints.** Complaints about invoices must be sent to [support@road.io](mailto:support@road.io). Customers must report any discrepancies in invoiced charging sessions, including regarding amounts, kWh, or charge dates, to Road in writing within twenty-one (21) calendar days from the invoice date. Failure to timely notify Road of any inaccuracies or errors regarding the invoice will result in the invoice being deemed accepted. If Customer wrongly complains about an invoice more than three (3) times in a calendar year, Road will be entitled to charge Customer administrative costs of EUR 50 excl. VAT (or the equivalent amount in the agreed currency) per calendar year.
- Due to rounding differences, the amount on the invoice or stated in the customer account can differ slightly from the actual amount which is debited from the customer account.
  - To keep the Services affordable, any discrepancies between the invoiced amount and the amounts actually owed by the Customer in accordance with the Agreement which do not exceed EUR 5,- (or the equivalent amount in the agreed currency) will not be compensated, and Customer shall pay the invoiced amount.
  - With regard to Charge Card Services, Road will make reasonable efforts to invoice the charging costs to the Customer promptly after the month in which the charging sessions took place, without prejudice to the applicable statute of limitations. However, due to reasons beyond Road's control, such as network connectivity issues or delayed invoices from roaming partners, the costs of charging sessions may be invoiced at a later date.

## 10. Term and Termination

- 10.1. **Start date.** The Agreement shall commence on the start date as outlined in the Purchase Confirmation or, if no start date is included, from the date of activation of the Services to the Customer or acceptance through other means, and the Agreement shall continue for the duration corresponding to the purchased Services. If termination pertains solely to a part of the Services, the Agreement shall remain in force concerning the remaining Services.
- 10.2. **Contract Term.**
- Charge Card Services may be purchased on either a pay-per-use or via a monthly subscription for an indefinite period. The Charge Card Services may be terminated by either Party by giving notice with a thirty (30) calendar days written notice prior to the end of a calendar month by means of an e-mail to [support@road.io](mailto:support@road.io).
  - Charging Point Management Services are subject to an initial contractual term of two (2) years, after which automatic renewal shall occur for subsequent periods identical to the initial term, unless terminated with sixty (60) calendar days written notice prior to the expiry of the current term.
- 10.3. **Termination for cause.** The Agreement may be terminated by either Party at any time by giving notice in writing with immediate effect, in the event that:
- bankruptcy, insolvency, suspension of payment/reorganisation or liquidation proceedings are initiated against the other Party or the other Party has been adjudicated bankrupt;
  - the other Party is in breach of material obligations under the Agreement, and such breach has not been remedied by the defaulting Party within a reasonable given time of at least thirty (30) calendar days after a written notice related to it.
- 10.4. **Termination/Suspension.** In addition, Road may terminate the Agreement, completely or partly, or suspend the delivery of (or access to) any Services at any time by giving notice in writing (email being sufficient) with immediate effect, in the following situations:
- The Customer does not pay its debts when due, regardless of a written reminder, or it becomes evident that the Customer cannot fulfil its financial obligations under this Agreement (e.g. in the case when direct debit cannot be executed successfully after several attempts).

- b. In case of a negative credit check (as referred to in clause 3.3 of these Terms and Conditions).
  - c. If the Customer does not comply with its obligations under the Agreement or has used the Services for activities that violate any application law or regulation or disrupt or pose a security risk to the Website or the Platform.
  - d. In other circumstances that justify the termination of the Agreement and/or the Services, including, but not limited to, misuse of the Services and/or suspicion of fraud.
  - e. Any suspension of the Service in accordance with this clause 10.4 shall not have an effect on Customer's obligations to pay the fees and amounts in accordance with the Agreement.
- 10.5. **Consequences of termination.** Upon termination of the Agreement, Road may immediately cease the delivery of the Services to the Customer (including to all the Customer's authorised users). Unless required by statutory obligations, Road shall not be obliged to retain any customer account and its data beyond one (1) month following the termination of the Agreement.

## 11. Liability

- 11.1. **Limited liability.** To the extent legally permissible, Road's liability is limited to damages that are the result of a shortcoming under this Agreement that is attributable to Road (*toerekenbare tekortkoming*) or in case of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*). Road's liability for damages suffered by the Customer which are caused by a shortcoming that is attributable to Road (*toerekenbare tekortkoming*) is limited (i) per event to a maximum of EUR 2.000,- and (ii) in case of multiple events it shall not exceed the maximum of EUR 50.000 or the amount equal to the total fees payable by the Customer to Road for the purchased Services in the twelve (12) months leading up until the event giving rise to liability, whichever is lower.
- 11.2. **Exclusion of damages.** Road is not liable for: (i) any damages suffered by the Customer as a result of the Customer's failure to comply with its obligations under these Terms and Conditions, nor for (ii) any indirect and/or consequential damages, including, without limitation, (a) third party damages, (b) losses caused by business interruption, (c) loss of (prospective) profits or income, (d) non-realisation of expected savings, (e) loss of business opportunity, (f) damages to goodwill or reputation, (g) loss of data or software, (h) loss as a result of downtime, (h) damages as a result of acts or omissions by third parties such as End Users and roaming partners, or (i) any damage as a result of the charging rate that has been set by a Customer or a third party (i.e. situations where the set charge rate is lower than the Customer's electricity costs or negative responses to the level of rates).
- 11.3. **Force Majeure.** Road shall not be liable for non-performance or delay in performance due to any event, beyond Road's control or not avoidable by Road by exercise of reasonable care, that prevents Road from delivering the Services or the performance of other obligations under the Agreement (force majeure event). The following, while not exclusive listing, will, unless demonstrated clearly to the contrary, be considered a force majeure event: disruption or failure of internet, electricity networks, email networks, telecom networks or other systems and technologies, third party services, as well as cyber incidents, strikes and labour actions, government action, natural disasters, extreme weather conditions, flooding, lightning, fire, global shortages, pandemics, epidemics, war, riots or sanctions, and dysfunctional charge points (due to whatever reason, such as (previous) improper usage of the charge point).

## 12. Data Protection

- 12.1. **Data Protection Laws compliance.** Road shall comply with the applicable Data Protection Laws when processing personal data of the Customer and/or End Users in the context of the delivery of the Services. The information about how Road processes personal data is set out in Road's privacy notice, which can be found at <https://www.road.io/nl/en/privacynotice>. Where relevant, Road will conclude the necessary agreements for the processing of personal data.
- 12.2. **Customer's notification obligation.** The Customer is required to promptly inform Road within 48 hours after discovery of any potential data breach related to the use of the Services or any signs pointing in that direction, including instances like password leaks or unauthorised access to customer accounts.
- 12.3. **Use of data.** Road reserves the right to collect, analyse and utilise non-personal data gathered during the provision of the Services for the following purposes: (i) to fulfil obligations under the Agreement, (ii) enhancing the quality of Services and related products, and (iii) sharing anonymised statistical insights with its partners, and to comply with applicable laws and/or court orders. In the unlikely event of data loss or corruption due to Road's fault, Road will endeavour to restore such data using commercially reasonable efforts. This constitutes Road's sole and exclusive liability, and the Customer's sole and exclusive remedy in the event of any loss or corruption of data.



- 12.4. **Consent.** The Customer hereby allows Road to grant access to Customer's Charge Point data to the manufacturer, installer and/or other third party supplier of Customer's Charge Point, to the extent such data is necessary for such third party to provide the services to the Customer required for maintenance of and issue-solving regarding the Customer's Charge Point.
- 12.5. **Inactive accounts.** Road reserves the right to permanently delete inactive accounts, their activity and associated data, when such accounts have not been used for a longer period of time, up to Road's discretion.

## 13. Intellectual Property

- 13.1. **Unchanged ownership.** Customer accepts that all Intellectual Property Rights contained in and/or created in the provision of the Services remain the sole property of Road and/or its licensors. The Agreement does not convey to the Customer any Intellectual Property Rights, except as explicitly provided in the Agreement, in which case Customer's right of use shall in any case be revocable, nonexclusive, non-transferable and non-sublicensable.
- 13.2. **Restrictions.** Customer shall not copy, modify or distribute any part of the Services; nor shall it reverse-engineer or access the Services to create a derivative or competitive product or service, and Customer shall ensure that its authorised users refrain from the aforementioned actions.
- 13.3. **Permission.** Prior written approval from Road is required for the usage of any trade names, logos, trademarks, service marks or other marks associated with Road.

## 14. Confidentiality

- 14.1. **Non-disclosure.** Parties shall not disclose the other Party's Confidential Information and refrain from disclosing it to third parties unless expressly waived in writing by the disclosing Party, provided that each Party shall be entitled to disclose the other Party's Confidential Information to its employees, advisors and subcontractors on a need-to-know basis, provided that each such employee, advisor and subcontractor is bound to confidentiality restrictions consistent with the Agreement and/or any other non-disclosure agreement entered into between the Parties. This provision remains in effect for a period of three (3) years after the termination of the Agreement.

## 15. Applicable law and other terms

- 15.1. **Applicable law.** The Agreement is exclusively governed by the laws of the Netherlands. Any disputes relating thereto must be submitted to the competent courts of Amsterdam, the Netherlands.
- 15.2. **Assignment.** Road has the right to assign the rights and obligations under this Agreement to an Affiliate or, in the case of the sale of all or a substantial part of its business, merger or reorganisation to a third party by giving written notice to the Customer (email being sufficient). Except as set forth in the first sentence of this clause, neither Party may (without the other Party's written consent) assign, sell, transfer, or sub-license any of its rights and obligations under this Agreement to any third party.
- 15.3. **No waiver.** A failure or delay of either Party to exercise a right, power or remedy under this Agreement shall not operate as a waiver thereof.
- 15.4. **Entire Agreement.** The Agreement (including these Terms and Conditions and the Purchase Confirmation), as well as the Non-Disclosure Agreement and Data Processing Agreement (if any), contains the entire agreement between the Parties and supersedes all proposals or previous communications, oral or written, relating to the subject matter hereof.
- 15.5. **Severability.** If any provision of this Agreement is held invalid or unenforceable, by a court or any other body of competent jurisdiction, it will not affect the validity of the other clauses of the Agreement. In the event any provision is held invalid or unenforceable, Road shall endeavour to replace any void or unenforceable clause by a valid clause which reflects the intent of the original clause to the greatest extent possible, with the Customer's cooperation, where necessary.
- 15.6. **Changes to Terms and Conditions.** To the extent permitted by law, Road has the right to unilaterally modify the content of the Terms and Conditions. The changes to the Terms and Conditions become effective upon publication on the Website and supersede the previous applicable terms and conditions. Such changes also apply to existing Agreements. Only if the Customer is entitled to do so under mandatory legal provisions, the Customer may terminate the Agreement with a notice period of thirty (30) calendar days if the Customer is unwilling to accept changes that apply to the Customer, unless the change concerns only a minor alteration to the Terms and Conditions.

## 16. Consumer law

- 16.1. **Mandatory local law.** Consumers are entitled to the protections offered by the laws of the country where the Consumer is receiving the Services. These Terms and Conditions do not diminish the Consumer's rights as a consumer to invoke such mandatory provisions of local law.
- 16.2. **Right to withdraw.** Consumers have the right to withdraw from the Agreement for the purchase of Services within fourteen (14) calendar days after (i) receipt of the Charge Card by the Consumer, (ii) start date of the monthly subscription, or (iii) the conclusion of the Agreement, without giving any reason by sending a withdrawal/termination request to [support@road.io](mailto:support@road.io). If the Consumer has already used the Services, they are obliged to pay a proportionate part thereof. Costs incurred for the charging of Electric Vehicles during the withdrawal period will be invoiced in accordance with clause 9 of these Terms and Conditions.
- 16.3. **Termination.** In deviation to clause 10.2 under b, Charging Point Management Services provided to Consumers are subject to an initial contractual term of one (1) year, after which the term automatically renews for an indefinite period. The Consumer can terminate the (part of the) Agreement regarding the Charge Point Management Services with thirty (30) calendar days' written notice prior to the end of the initial one (1) year term or at the end of any calendar month after the initial term. Furthermore, if the Consumer relocates to a new address where no Charge Point is available, the Consumer has the right to terminate the Agreement regarding that Charge Point before the end of the one (1) year term, upon submission of proof of the relocation.
- 16.4. **Alternative dispute resolution.** In accordance with EU Directive 2013/11, while Road does not have specific alternative dispute resolution (ADR) procedures in place, consumers can submit complaints to Road via email at [support@road.io](mailto:support@road.io). Additionally, consumers have the option to utilise the European Commission's online dispute resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. Road is committed to promptly and fairly addressing and resolving any issues raised. For further assistance, Road support contact details are provided on <https://e-flux.io/en/about/contact/>.