

One-time Charging Services Terms for End-Users

You (also called “**End-User**”, or “**you**”) are about to charge your vehicle. We call the service of charging your vehicle a “**Charging Service**”, which includes the delivery of electricity to your vehicle.

We are EVBox B.V. (also called “**us**”, “**we**” or “**our**”). Company details:

Address:

EVBox B.V.
Kabelweg 47
1014 BA AMSTERDAM
The Netherlands

Chamber of Commerce no.: 32165082

This Charging Service is delivered to you by us through a so called “A-B-C” model. This means that the person that is operating the charging station (A) sells that Charging Service to us (B) and we resell it to you (C). The electricity will flow directly from the charging station to your vehicle.

In these One-time Charging Services Terms for End-Users, we will explain your rights and obligations in relation to us delivering a one-time Charging Service to you.

1. What you will get

By us providing a one-time Charging Service to you, we provide you with electricity to power up your vehicle through a public charging station that is operated by a station operator. The charging session starts at the moment that you connect your vehicle to the connector and stops when you disconnect your vehicle.

Please bear in mind:

- a. We can only provide you with a Charging Service upon availability of a charging station connector. A particular charging station connector may be unavailable because it is occupied, or just not in function (for example due to planned or unplanned maintenance);
- b. We do not guarantee an uninterrupted or flawless provision of our Charging Service, or that your vehicle will be fully charged; the charging station may stop providing electricity to your vehicle for reasons beyond our and the charging station operator's control, for example because of electricity grid issues, station issues, or because of your vehicle or charging cable issues.

2. What we expect from you

- Please disconnect your vehicle from the charging station connector and vacate the parking space in a reasonable time period after your vehicle is fully charged.
- Please use the charging station and parking space with care and follow our instructions, the instructions of the operator of the charging station and parking facility and any applicable statutory safety and other requirements.
- Should you encounter an issue with the charging station, please report such issue to the operator of the charging station through the contact means as provided with the charging station.

3. What it costs

Our Charging Service is a paid service. The price consists of various components and may include:

- i. **Connection fee.** This is a fixed starting fee. Because this fee may be different depending on how you choose to pay, we can only show it to you after you have selected your payment method, but before you start your charging session.
- ii. **Fee for the use of electricity per kWh.** These costs are displayed with the selection of the connector.
- iii. **Fee for the charging time.** These costs are displayed with the selection of the connector.
- iv. **Payment handling fee.** Because the fee may be different depending on the payment method, we can only show you these after you have selected your payment method, but before you start your charging session.
- v. **Any applicable connection costs for the time that your electric vehicle is connected, but not charging.** These costs are displayed with the selection of the connector.
- vi. **Applicable value-added tax.**

Depending on how you initiate your one-time charging session, the price and its components will be displayed in our mobile application, or on (the screen of) the charging station.

4. How you can pay

We may provide you with one or more payment methods. By selecting your preferred payment method:

- i. it must pass initial authorisation at your issuing bank;
- ii. you agree to us making a request to reserve funds in the amount as communicated to you through our mobile application or the (screen of the) charging station;
- iii. you agree to us using it for payment of your consumption of the Charging Service.

We use a contracted payment service provider to collect Charging Service payments. Your payment is considered completed at the moment that our contracted payment service provider has notified us that the payment has been successfully debited from your account.

5. How we process your data

Information on the processing of your personal data in connection with the Charging Service can be found in our Privacy Policy (<https://evbox.com/en/privacy-policy>). It applies to us processing your personal data in connection with the Charging Service.

6. How to reach us

For questions on the Charging Service, you can reach us at: help.evbox.com, tel. +31 88 7755 444, or support@evbox.com during normal office hours. For questions on the operation of the charging station, please contact the charging station operator.

7. How we have limited our liability

Our liability for damages is limited as follows:

- a. For damages caused by a breach of a material contractual obligation, we shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the agreement to provide a one-time Charging Service to you; we shall not be liable for damages caused by a breach of a non-material contractual obligation.
- b. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under any applicable product liability laws and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent we have assumed a guaranty.

These limitations also apply in favour of persons, for which we are liable due to statutory provisions.

You must take all reasonable measures necessary to avert and reduce damages.

8. What law applies and where to settle disputes

Subject to the limitations set forth in clause 9 in case you are a consumer, the agreement to provide a one-time Charging Service to you is governed exclusively by the laws of the Netherlands. The applicability of the UN Convention on Contracts for the International Sale of Goods 1980 is excluded.

To the extent that you are a merchant, a legal person under public law or a special asset under public law, the court of Amsterdam, the Netherlands has exclusive jurisdiction to settle any dispute or claim arising out of or in connection with such agreement.

9. If you are a consumer

If you are a consumer under any mandatory consumer laws, you will benefit from any mandatory provisions of the law of the country in which you are consuming the Charging Service. Nothing in these One-time Charging Services Terms for End-Users, including clause 8, affects your rights as a consumer to rely on such mandatory provisions of local law.

Consumer information in accordance with local transpositions of EU Directive 2013/11: We are not obliged and neither do we have the intention to participate in dispute resolution proceedings before a consumer arbitration board.

Consumer information in accordance with Regulation EU No. 524/2013: For the purpose of settling consumer disputes out of court, the European Commission has set up a platform for online dispute resolution (ODR). The ODR platform can be reached at <http://ec.europa.eu/consumers/odr/>.