

# *End-User Agreement – General Terms and Conditions of charging services and related services*

## **Article 1. General provisions**

### **1.1. Introduction**

The use of the Services are subject to this End-User Agreement – General Terms and Conditions of charging services and related services (the “Agreement”), concluded between (i) Electric by D’leteren SA/NV, whose office is situated 1050 Brussels, rue du Mail 50, registered with the registry of legal entities of Brussels under number 0734.538.339 (“EDI”, available by phone during office hours via + 32 2 260 26 60 and available by email via info@edi.be) and (ii) any person using the Services (“you” or the “End-User”).

EDI and the End-User are referred to jointly as ‘Parties’ or individually as ‘Party’.

If a natural person enters into this Agreement on behalf of a legal entity (company, municipality, governmental entity), the term “End-User” refers to that entity, that commits itself to observe this Agreement. Such a natural person, acting on behalf of the legal entity, confirms that they have all legal grounds and authorisations in place in order to act on behalf of that entity.

As an exception to the above, in the event that a person uses the ‘Easy Quality Charging’ mobile application without registration and/or without logging in for the purpose of a so-called ad hoc charging service, the entity providing the charging service to said person is LMS directly. To that extent, the contract, for the purposes of such a one-off service only, is concluded between LMS and such person. This Agreement shall apply accordingly, *mutatis mutandis*, to such a one-off service, being concluded at the time the Charging Session begins. Such an Agreement, concluded by an unregistered person, shall cease to be in force at the moment of completion of the Charging Session and Payment thereof (it shall not give rise to any further obligations of the concerned person beyond such use and payment of the charging services).

### **1.2. Adoption of this Agreement**

This Agreement applies to all End-Users.

This Agreement is in principle accepted by way of registration of the End-User, the Charging Station or the Charging Point on the Platform or on the Application, whereby you are obliged to accept this End-User Agreement before you can make use of any of the Services. If EDI registers the End-User and provides you with an Identifier, said End-User will receive a copy of this Agreement and must accept them before using the Services.

Any use of the Services implies that the End-User agrees to be bound by this Agreement.

To avoid any doubts regarding the acceptance of this Agreement, explicit reference to this End-User Agreement is also made on invoices, and by way of payment of the invoice, you confirm your acceptance of this End-User Agreement.

### **1.3. Role of LMS in supporting both EDI and End-Users**

For the implementation of this Agreement, EDI makes use of various third parties to be able to fulfil its obligation under this Agreement, including LMS.

LMS, by order of EDI, deploys its software platform and associated network infrastructure to render your charging transactions possible. Besides the use of the electronic platform and the associated network, LMS takes care of the supply of your Charging Sessions, the invoicing and payments traffic for your charging transactions related to that. In the whole charging process, LMS ensures – amongst other activities – the identification of End-Users for approval of Charging Sessions, records the Charging Sessions, validates the Charging Sessions with market participants (CPOs/ CSOs/MSPs), communicates with roaming parties and other networks, invoices Charging Sessions, collects and pays

out Charging Session invoices. Part of the role in performance of services by LMS is that you receive an invoice from LMS for Charging Sessions that you have conducted with an Identifier or the Application. If and when applicable, as the owner (CSO) or operator (CPO) of a Charging Point, you will also receive compensation and/or reimbursements for the charging sessions delivered by your Charging Point(s) via LMS by way of the principle of 'self-billing'.

Acceptance of this Agreement includes the acceptance of the assignment by EDI to LMS of the rights and obligations referred to in Article 2.5, provided that LMS does not have any other obligations towards the End-Users than the ones described in said Article 2.5.

#### **1.4. Definitions**

**1.4.1 Agreement:** the present end-user agreement, also including all annexes, performed digitally and concluded at distance.

**1.4.2 End-User:** a person (in case of natural persons, only an adult with full legal capacity) or entity registered with an account on the Website or on the Application, being a driver of an Electric Vehicle and/or a CSO, or any person using the Services.

**1.4.3 Consumer End-User:** a natural person being an End-User not directly connected with their economic or professional activity. Within the meaning of this Agreement, the Consumer End-User shall also mean an entrepreneur with some consumer rights, i.e. an entrepreneur being a natural person concluding an agreement directly related to their business activity, which is not of professional nature for this person, resulting in particular from the subject matter of their business activity.

**1.4.4 Business End-User:** any End-User not being a Consumer End-User, in particular a company, municipality or governmental entity.

**1.4.5 MSP:** abbreviation for "Mobility Service Provider", having as its task to facilitate access to the network of charging infrastructure to be able to recharge an Electric Vehicle. An MSP grants access by way of various means of ID, such as an Identifier, or charging application. In addition, the MSP enables the End-Users to register on the Platform for the purpose of identification, invoicing, and the provision of Services.

**1.4.6 CPO:** abbreviation for "Charging Point Operator" being the operator/administrator of one or several Charging Points. The task of the CPO is the rendering technically possible and the holding and processing of charging transactions at one or several Charging Points.

**1.4.7 CSO:** abbreviation for "Charging Station Owner", being the owner of one or several Charging Stations or the person designated by the owner of one or several Charging Stations as responsible for the rights and obligations of the CSO under this Agreement. The CSO obtains a compensation and/or reimbursements via the network of LMS for Charging Sessions that have been conducted at their Charging Point(s).

**1.4.8 EDI:** Electric by D'leteren SA/NV, whose office is situated rue du Mail 50, 1050 Brussels (Belgium), registered with the registry of legal entities of Brussels under number 0734.538.339, available by phone during office hours via + 32 2 260 26 60 and by email via [info@edi.be](mailto:info@edi.be).

**1.4.9 LMS:** Threeforce B.V., or one of its group entities, whose registered office is situated Zeemansstraat 11, 3016 CN, Rotterdam (The Netherlands), registered under Company Registration Number 24360819, trading under the name of Last Mile Solutions/LMS, available by phone during office hours via +31 10 312 6000 and by email via [invoice@threeforce.nl](mailto:invoice@threeforce.nl).

**1.4.10 Electric Vehicle:** a road vehicle that is fully driven by an electric motor, and/or a hybrid vehicle that is partially driven by an electric motor, which vehicle makes use or not of electricity that is stored in a battery, chargeable by using a Charging Point.

**1.4.11 Services:** the services offered by EDI under this Agreement - also including, though not limited to - charging services, help desk services, accounting services, direct debiting, electronic invoicing, electronic communication services including insight into consumption, and other services as further specified in this Agreement. The definition of "Service" used in this Agreement is based on the understanding of the "service" as used under Consumer EU Directives. The applicability of this classification under the EU VAT Directive is not implied herein.

**1.4.12 Hosting Subscription Services:** services of registration and management of Charging Point(s), as well as settlement of Charging Sessions. Hosting Subscription Services enable the use of the Home Reimbursement Service.

- 1.4.13 Home Reimbursement Service:** the Service being a part of Hosting Subscription Services, dedicated for CSO who owns a private Charging Point(s) located at CSO's employees premises, that is used for business purposes of this CSO, which consist of the reimbursement of cost of Charging Sessions of the concerned employees.
- 1.4.14 Identifier(s):** any physical or digital device that identifies its owner and enables a Charging Session which can also be referred to as a "charging token", a "charging card", a "charging device" or similar. The Service of providing an "Identifier" involves the provision of access to Charging Points, the associated network, and (where possible) the inter-operable Partner Network with the use of such "Identifier". Any Identifier provided by EDI and the electronic data integrated therein are and remain the property of EDI.
- 1.4.15 Charging Session:** the period of time during which an End User uses a Charging Point to charge their Electric Vehicle for a continuous period of time not less than two (2) minutes commencing when the End User has accessed such Charging Point and ending when such End User has terminated such access.
- 1.4.16 Charging Point:** any charging point which is generally a facility at a certain location that can be used to charge the battery of an Electric Vehicle, including private Charging Points (located in a private location and that is not accessible for use by third parties), Charging Points on semi-public Charging Stations (located in a private location but rendered accessible by its owner for an authorised group of users) and Charging Points on public Charging Stations (publicly accessible Charging Station that may or may not belong to a Partner Network), as well as other types of Charging Stations
- 1.4.17 Charging Station:** a device enabling the use of charging services, consisting in particular of a Charging Point, software enabling charging and measurement of electricity and a parking stand.
- 1.4.18 Network:** the combination of all Charging Points and Partner Network(s) jointly that EDI (whether or not in consultation with the owner(s) of the Charging Point(s) and LMS) can exercise control over the granting of access to third parties.
- 1.4.19 Partner Network:** the combination of all Charging Points outside the Network, where End-Users can charge an Electric Vehicle.
- 1.4.20 Payments:** all payments that an End-User owes in relation to the use of the Services including supplies of the Charging Sessions as indicated in this Agreement and – because of and to the extent of Assignment - which must be paid to LMS.
- 1.4.21 Remunerations:** fees due to EDI in return of partial assignment of some rights and partial transfer of some obligations to LMS, as well as fees due to a CSO for using its Charging Points in order to provide End-Users with Charging Sessions, which are to be paid on the basis of invoices issued under self-billing authorization granted by Business End-User (being VAT tax payer).
- 1.4.22 Website:** the closed website of EDI including <https://edi.evc-net.com> or any other website that is used by EDI at any time in the context of the Services.
- 1.4.23 Platform:** the Internet platform accessible via the Website, being <https://edi.evc-net.com>, used by EDI for the purpose of registering End-Users and providing the Services.
- 1.4.24 Application:** "Easy Charging Quality" mobile application or any other mobile application, powered by LMS and used by EDI for the End-Users benefit, for finding and providing access to Charging Stations for the End-Users, to be used for Charging Sessions and, optionally, to establish and manage a End-User profile and other related e-mobility services, if any.

## Article 2. Services and associated costs

### 2.1. Principle

The following Services shall be rendered by EDI to the End-Users:

- a) charging services at Charging Points within the Network;
- b) Hosting Subscription Services, including Home Reimbursement Service;
- c) the access and use of the Platform or Application (including the possibility to locate Charging Stations), after registration and activation of an End-User profile;
- d) the provision, delivery and user of Identifiers;
- e) help desk services as described in Article 6.

The obligation to pay for the Services does not arise until the ordering / commencement of such Services, which the End-User confirms when placing the order / commencing use of the relevant Service mentioned above (it being understood that the Services mentioned under c), d) and e) above are included in the rates applicable for the Services mentioned under a) and b)).

## **2.2. Charging services**

The rates and conditions of the Services provided to enable Charging Sessions done at Charging Points within the Network shall be indicated on the Application and therefore must be accepted before using the concerned Charging Points, it being understood that EDI depends on the CSO and/or CPO of the Charging Points that generate the data regarding the charging and that passes on the associated costs for Charging Points of the Partner Network.

While using the Charging Points, each End-User will observe all regulations that are effective for and in connection with the charging, both as established by EDI and the CSO and/or CPO of the Charging Points, and any possible applicable legal (safety and other) regulations.

EDI and LMS do not guarantee any Charging Point density and/or reachability. Unless otherwise provided by the law, any possible damage – both direct and indirect - as a result of the failure of a Charging Point or the interruption of a Charging Session cannot be claimed from EDI nor LMS, nor from the third parties involved if not caused by them deliberately. It is CSO's liability that the Charging Point is properly marked, complies with all legal and technical requirements, as well as it is supplied with energy without power outages.

Charging Points that are available in the Network may change in time and their availability depends on many factors, including agreements with a Partner Network. Therefore, EDI always has the right, without prior announcement, to remove one or more Charging Points from the Network and/or to no longer grant access to a Partner Network.

## **2.3. Hosting Subscription Services and Home Reimbursement Service**

An End-User being a CSO can opt for Hosting Subscription Services at a Charging Point.

In case an End-User using Hosting Subscription Services of a private Charging Point(s) located at their employees premises decides to use the Home Reimbursement Service, EDI shall provide such an employee with reimbursement of energy costs consumed for Charging Sessions at such Charging Point(s), using the details indicated by End-User on their End-User profile, including payment details of such an employee and rate for energy, provided that all costs reimbursed to an employee pursuant to this section must then be paid back by the End-User using the Hosting Subscription Services (i.e., the employer).

The End-User being a CSO using the Hosting Subscription Services, by registering a Charging Point on the Platform, agrees to include such Charging Point in the Network and to let others access such Charging Point for the purpose of obtaining charging services, in exchange for the Remuneration, and ensures that it is entitled to grant such access and collect Remuneration therefor. Such End-User (CSO) further authorizes EDI and LMS to grant further access to such Charging Point within the Network, including Partner Networks.

## **2.4. Adjustment of the costs**

EDI has the right, upon one (1) month's advance notification to the End-Users, to adjust the costs of the Services. Should the End-User not wish to agree with the adjustment of the costs, the End-User can terminate the Agreement, without costs, prior the date on which the change would enter into effect subject to a notification to EDI at latest 14 days before the adjustment enters into force. This cancellation does not free the End-User of the payment obligations that may be still outstanding at that time.

## **2.5. Assignment to LMS**

EDI partially assigns its rights and partially transfers its obligations under this Agreement to LMS within the scope necessary for LMS in order to provide End-Users with Charging Sessions, Hosting Subscription Services, as well as Home Reimbursement Services (hereinafter referred to as "Assignment"). This Assignment shall not have any consequence on the guarantees provided by EDI to the End-User.

As a result of this Assignment, LMS:

- a) provides charging services to End-Users, is entitled to receive payments for such Services and invoices End-User for it;
- b) provides Hosting Subscription Services to CSOs, is entitled to receive payments for such Services and invoices CSOs for it;
- c) acquires access to Charging Points to the extent necessary to provide Charging Sessions and is obliged to pay due Remunerations to CSOs/CPOs/MSPs (which shall be done through self-billing process as further described in Annex I).

The Assignment takes place only to the extent and for reasons justified above, as well as only towards LMS, as an entity dedicated for such a support of both End-Users and EDI.

### Article 3. Obligations of the End-User

The End-user is required to provide all necessary, complete and correct contact details (such as name, address, email address, company registration number if any) and payment information (such as VAT number, bank account number/IBAN, bank name, BIC code), as well as – if necessary – complete and correct data of any person representing them or whom they wish to give access to part of the Services (e.g., employees, fleet managers), during the registration process on the Platform and/or on the Application.

The End-User is also obliged to ensure that it is legally entitled and authorized to introduce personal data or other information of third parties, like fleet managers or employees, as well as to inform such persons in advance thereof. Should a Business End-User give access to part of the Services to natural persons working for said End-User, it shall remain responsible for them and ensure they comply at all times with this Agreement (e.g., fleet managers, employees).

In the event of a change in the data provided, the End-User shall immediately notify EDI and provide EDI with the updated data. End-User should report any changes, in particular changes to the bank account number, invoicing address and/or e-mail address, not later than within one (1) calendar month before the change becomes effective.

Unless the law provides for otherwise, the End-User shall be responsible for any possible errors in documents, payments, Services or other damage, that are caused by End-User's failure to comply with its duty to provide correct and complete information or timely update it and EDI reserves the right to not provide a Service in case of incorrect, incomplete or too late transmission of information by an End-User and shall notify the End-User accordingly.

The End-User is obliged to inform any person related to them (e.g., employees) using any Services of the content of this Agreement and shall be responsible to ensure their respect thereof.

The End-User shall not:

- a) use the Services in a way that disrupts the functioning of the Website, the Platform, the Application or any of their elements, as well as Services performed for other End-Users;
- b) introduce any illegal content to the Platform, the Website or the Application, which violates the law or decency, including, in particular, introducing any malicious software or tracking software;
- c) indicate personal data of third parties (e.g., fleet managers or account administrators), the disclosure of which is not authorized;
- d) make any modifications, code translations or any other changes to the Website, the Platform, the Application or other items of the Services;
- e) remove or alter any designation regarding the confidential nature or regarding intellectual property rights of the software, devices, websites, applications, or materials;

- f) bypass, remove or modify any security features, technical safeguards or user restrictions in connection with the Services as well as on the Website, the Platform and the Application, including trademarks or other markings contained therein;
- g) make the Services (including its own account) available to third parties for use under any title (for a fee or for free), unless it is a part of a Service provided specifically to be shared or EDI agrees with such sharing or making available.

It is permitted to the End-User to transfer this Agreement to a third party only with the prior written consent of EDI and LMS.

## Article 4. Payments terms

### 4.1. Invoicing and payments

The costs for the Services are invoiced monthly. Invoices are sent by e-mail to the e-mail address that the End-User has communicated to EDI. The End-user receives an invoice monthly, with a summary of the charging transactions and the associated costs. By registering and providing an e-mail address, the End-User consents to the electronic delivery of VAT invoices for Services provided under the Agreement.

These costs are collected by way of direct debit/automatic credit collection from the bank account submitted by the End-User, as established in the direct debit authorisation given directly to LMS through the registration process. The End-User will make sure at all times that the payable amounts can be collected via direct debit from the indicated bank account.

If the direct debit cannot be carried out successfully, LMS has the right:

- a) in case of Consumer End-User within the meaning of Article 2, 3° of the Law of 20 December 2002 on the amicable recovery of consumer debts, to claim, after having sent a payment reminder and in case payment fails to occur, an interest on the outstanding amounts at the statutory default interest rate, without prejudice to any further statutory claim for damages;
- b) in case of a Business End-User to claim, without any additional summons, a legal interest, an amount of at least 40 EUR in collection costs and reasonable compensation for all other recovery costs exceeding the fixed amount and incurred due to late payment from Business End-User in compliance with Article 6 of the Law of 2 August 2022 on payment arrears in commercial transactions. In accordance with article 6, point 3, of Directive (EU) 2011/7, in case of a late payment in commercial transactions by a Business End-User, the latter is obliged to pay, besides the amount owed and the statutory interest that has accrued thereon, full compensation of both the extra-judicial and the judicial collection costs, also including the costs of lawyers, bailiffs, and collection agencies, as applicable in the country of charging.

In accordance with applicable legal provisions, LMS has the right to set off partial payments and/or payments received without a clear invoice description against the amount which the debtor had the most interest in honouring. Should all amounts be of equal nature, the amount shall be set off against the oldest outstanding amount. In addition, a write-off will first take place on consecutively: (i) the outstanding costs; (ii) the due interest; (iii) the invoice amount; (iv) the current interest. LMS does this based on seniority and will inform the End-User about this by email. If there are no outstanding amounts at the time of payment or if there is a credit balance remaining, LMS will transfer this amount within fourteen (14) days to the bank account from which LMS received the amount.

### 4.2. Payment terms

The payment terms for the Services are the following

- a) for the transactions paid by End-Users: fourteen (14) calendar days from the invoice date unless otherwise agreed upon;
- b) for transactions paid to End-Users being CSO using the Hosting Subscription Services: thirty (30) days from the invoice date for natural persons;
- c) for all other receivables: forty-five (45) days.

### 4.3. Self-billing

In the situation that LMS invoices the Charging Sessions and takes care of the payment traffic, the involved Parties agree with the principle of self-billing by LMS, being LMS issuing an invoice directly to the concerned End-User in its own name and LMS paying out the fees to the CSO and CPO in compliance. The terms of self-billing agreement are specified in Annex I to this Agreement.

#### **4.4. Records and complaints**

To determine the amounts owed at any time (including charging costs from any possible Charging Sessions in the Partner Network), the records of EDI shall be used unless it is demonstrated that the information is not correct.

Any possible complaints about an invoice must be reported by End-Users via the e-mail address stated on the invoice as soon as an error or inaccuracy is identified, however – in case of Business End-Users – not later than within ten (10) days from the invoice date.

#### **4.5. Payment methods for Charging Sessions**

Payment methods for Charging Sessions include:

- a) in case of registered End-Users: monthly subscription payments paid by way of direct debit authorization or money transfer (only in case of registered End-Users), as well as prepaid wallet;
- b) in case of any End-User: prepaid (ad-hoc) payment with usage of at least the following methods: debit or credit card Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro.

EDI reserves the right to modify the payment methods and payment systems available on the Platform or the Application in the future.

### **Article 5. Duration and termination of the Agreement and blocking of the Identifier**

#### **5.1. Duration and termination without cause**

Business End-Users: the Agreement is concluded for a duration of twelve (12) months, effective from the date on which the End-User has activated an Identifier, registered its End-User profile or started using any Services. After this twelve-month period, the Agreement is automatically converted into a subscription for an indefinite time. Each Party can terminate the Agreement after the first twelve-month period at any time, with due regard for a notice period of one (1) month.

Consumer End-Users: the Agreement is concluded for an indefinite time, effective from the date on which the End-User has activated an Identifier, registered its End-User profile or started using any Services. Each Party can terminate the Agreement at any time, with due regard for a notice period of one (1) month.

#### **5.2. Termination for cause**

EDI can terminate the Agreement as a whole – or, as the case may be, partially - with immediate effect in the cases listed below:

- a) if it proves repeatedly impossible to carry out the direct debit/automatic collection; or
- b) in case of a filed petition of bankruptcy, suspension of payments, debt restructuring, or placement in receivership of End-User; or
- c) in case of inappropriate use of the Identifiers or any Services; or
- d) in case of violation of this Agreement.

In the event that a particular update to the Platform, Application or other change to the Services made by EDI or LMS, including changes to digital content, causes a material and adverse effect on the Consumer End User's access to or use of the Services, the Consumer End User may terminate the Agreement without notice within thirty (30) days of the time when the digital content or digital service has been modified.

#### **5.3. Procedure to terminate and consequences**

Termination of the Agreement can occur by sending an e-mail to the other Party. If the End-User is terminating the Agreement, it must indicate in said e-mail its name, address, postcode, and the date of termination requested.

Upon termination of the Agreement, the End-User will immediately return the Identifier(s) to EDI.

#### **5.4. Temporary blocking of the Identifier**

EDI and LMS both have the right to block an Identifier or a Charging Point temporarily or – in case of Identifiers - even permanently, after a prior request to cease violation of the Agreement, in the following cases:

- a) in case of payment arrears of more than thirty (30) days and/or if it proves repeatedly impossible to carry out the direct debit/automatic collection; or
- b) in case of non-compliance by the End-user with its obligations as per Article 3; or
- c) in case of a filed petition of bankruptcy, suspension of payments, debt restructuring, or placement in receivership of End-User; or
- d) in case of inappropriate use of the Identifiers or any Services.

#### **5.5. Right of withdrawal (Consumer End-Users only)**

Pursuant to article VI.47 of the Belgian Code of Economic Law, the Consumer End-User has a period of fourteen (14) days, starting from the date of conclusion of the Agreement, to withdraw from the Agreement, without giving any reason, and without incurring any costs. The right of withdrawal shall be exercised by the End-User within the above-mentioned withdrawal period, by filling in the withdrawal form provided below (or any other clear withdrawing wording, the use of the template form being optional) and sending it via e-mail to EDI:

##### *Template withdrawal form*

*To EDI:*

- Addressee [*name, full postal address and e-mail address of EDI*],
- *I/We hereby give notice of my/our withdrawal from the contract for the provision of the following Services\_\_\_\_\_ [please indicate the subject matter of the Agreement e.g. Agreement for the use of the electric vehicle charging services] described in the Agreement,*
- *Date of conclusion of the contract .../.../.....*
- *Full name of Consumer End-User(s)*
- *Address of Consumer End-User(s)*
- *Signature of Consumer End-User(s) (only if this form is notified on paper),*
- *Date.*

Should a withdrawing End-User have used the Services prior to said period without EDI respecting the applicable legislation or if the Services were not in conformity with the Agreement, EDI shall not be entitled to claim any payment for the Services so provided during this fourteen (14) days period and will reimburse any payment made within fourteen (14) days by using the same means of payment as those used in the initial transaction, unless the Consumer End-User expressly agrees to a different solution. In any case, the Consumer will not incur any fees in connection with this return.

If the digital content covered by the Services is not delivered to a Consumer End-User, with the exception of a Charge Card, Charge Token or other tangible medium for the digital content, the Consumer End-User may withdraw the Agreement without calling for the delivery of the digital content covered by the Services:

- a) if it is clear from EDI's statements or the circumstances that the digital content or digital service will not be delivered, or
- b) if the Parties have agreed, or it is clear from the circumstances of the conclusion of the Agreement, that a specific deadline for the delivery of the digital content or digital service was of material importance to the Consumer End-User and EDI has not delivered it within that deadline.

The right to withdraw from the Agreement if the digital content covered by the Services does not comply with the Agreement is further described in Article 7.7.



## Article 6. Help desk, complaints and malfunctions

6.1. The help desk offers support services in connection with questions and/or complaints of the End-User with regard to the Services provided under the Agreement.

6.2. The help desk is available via the phone number that is stated on the Identifier and also via the phone number, email address or postal address of EDI as indicated in Article 1.

6.3. Irrespective of any assignment made between EDI and LMS, the End-User should address its complaints – if any – to EDI, as indicated in this Article

6.4. When making a complaint, the End-User should indicate at least End-User name and contact details, the subject matter of the complaint (i.e. description of irregularities in the operation of the Services) as well as the expected manner of settling the complaint. Before making a complaint, the End-User should verify whether the non-functioning or malfunctioning of the Service is not due to reasons on End-User's side, in particular, problems with Internet access on End-User's side or power failure at a Charging Station or Charging Point. The Business End-User is obliged to submit a complaint no later than within one week from the end of the billing period to which the End-User complaint apply (failure to submit a complaint within this period will be deemed as confirmation of the correctness of performance of the Services by the Business End-User).

6.5. The submitted complaint shall be processed by EDI without undue delay, no later, however, than within fourteen (14) days from its submission also in the case of statutory warranty claims.

6.6. Support via help desk is provided to the extent that it is possible to remotely provide End-User with guidelines, solutions or advice, as well as remotely implement possible solutions. EDI does not provide any guarantee that the help desk will provide solutions to any issued reported, in particular in case the solution to a given problem cannot be implemented remotely, in which case the End-User will be informed on possible solutions it may independently apply at site.

6.7. In case of a malfunction on a Charging Point or an Identifier, an End-User must immediately contact the phone numbers stated on the Charging Point or Identifier.

6.8. In case an End-User tries themselves to resolve the malfunction, EDI and LMS shall not be not liable in any manner for the damage that may result of such repair or/and to the extent that the malfunction has been extended due to End-User involvement.

## Article 7. Liability

7.1. A Charging Point uses (whether or not public) communication infrastructure, such as (mobile) internet connections: the provision of Services may depend on the availability of such communication infrastructure, provided by external entities over which EDI and LMS have no influence, i.e. payment operators, Internet providers and telecommunications service providers. In particular, unless otherwise provided by the law, EDI and LMS shall not be liable for the non-conformity of the Services, including the digital content provided, with the Agreement, as well as damages and other consequences resulting from:

- a. the incompatibility of the digital environment used by the End-User with the technical requirements for the use of the Services, including irregularities on the part of the End-User's computer equipment or mobile devices, or malfunctions of third party software used by the End-User;
- b. failure to comply with an obligation of required cooperation in the provision of the Services of which the End-User was informed prior to the conclusion of the Agreement, in particular improper installation of the SIM card by the End-User or failure to conduct or improperly conduct integration tests of the Charging Point by the CPO/CSO; or
- c. incorrect configuration or incorrect operation of the End-User profile or the Application by the End-User.

7.2. Unless otherwise provided by law, each End-User is liable for any damage resulting of inappropriate or careless use of a Charging Point and all associated materials that are provided, such as Identifiers and charging cables, and safeguards EDI and LMS against any claim by third parties in this connection. End-User safeguards EDI, LMS and any third parties involved in this Agreement against any claim by third parties in connection with conducts or circumstances that are at the expense and/or risk of End-User. In particular, unless otherwise provided by law, EDI and LMS shall not be liable for damages and other consequences resulting from actions or omissions (including the bypassing or removal of technical safeguards) of the End-User or any person the End-User is responsible for or resulting from the failure by the End-User or any person the End-User is responsible for to comply with the Agreement or any rules of using the Services or instructions from CPO/CSO or Charging Point instructions.

7.3. Unless otherwise provided by law, the End-User is liable towards EDI and LMS for any action and/or omission by third parties to which the End-User grants access to the use of the Services as if they were actions and/or omissions committed by the End-User themselves.

7.4. EDI and LMS are each liable for damage incurred by an End-User as a result of an attributable shortcoming of respectively EDI or LMS upon compliance with their contractual obligations vis-a-vis the End-User, on condition that the concerned End-User accordingly informs EDI and LMS of this in writing within ten (10) business days after the day on which the End-User has identified or could have reasonably identified the shortcoming or illegitimate action, thereby declaring EDI or LMS, to the extent legally required, in default and granting a reasonable term to still comply. The additional conditions as indicated in the previous sentence do not apply to the Consumer End-User.

7.5. Unless otherwise provided by the law or this Agreement and unless the liability is the result of the willful intent or gross negligence of EDI or LMS, the liability intended in the previous section of this article is (if and to the extent possible with due regard for mandatory provisions regarding liability) (i) limited to the compensation of direct damage up to a maximum of the amount equal to six times the (average) monthly fee owed and paid by the End-User for the relevant Services and (ii) excluded for any indirect damage (e.g., loss of profit and income, goodwill, consequential damage, receivables or penalties of third parties).

7.6. The charging services provided under the Agreement shall include the provision of access to a Charging Point using services provided remotely, digitally as meant in article 2 of Directive (EU) 2019/771. The CSO/CPO of the concerned Charging Point is responsible for the provision of electricity to the respective Charging Point, including the actual enabling of (full) charging of the Electric Vehicle and its efficiency. EDI and LMS are not liable if the Electric Vehicle cannot (or cannot safely) be charged due to a defect in the Charging Point, in the Electric Vehicle and/or the tools used, such as charging cables.

7.7. If the digital content covered by the Services is not in conformity with the Agreement, the Consumer End-User may request it to be brought into conformity with the Agreement, and EDI and LMS may refuse only if the request is unjustified (e.g., in case they are not responsible for the non-conformity in question) or if bringing it into conformity with the Agreement is impossible or if it would require excessive costs for EDI. Bringing the concerned Service into conformity with the Agreement shall take place within a reasonable time from the moment EDI is informed by the Consumer End-User of the non-conformity with the Agreement (complaint), at EDI's costs. If bringing the concerned Service into conformity with the Agreement is impossible, requires excessive costs, does not occur despite attempts to bring the concerned Service into conformity with the Agreement, or if EDI has declared that it will not bring the concerned Service into conformity within a reasonable time or without excessive inconvenience to the Consumer End-User, the Consumer End-User may demand a proportionate price reduction, or, if the lack of conformity is not insignificant, the Consumer End-User may withdraw from the Agreement. The preceding sentence shall also apply if the lack of conformity of the concerned Service with the Agreement is so significant that it justifies a price reduction or withdrawal from the Agreement also without a prior request to bring the concerned Service into conformity with the Agreement.

7.8. EDI is not obliged to comply with any obligation if they are prevented from doing so as a result of a cause that reasonably falls outside their sphere of influence, including, but not limited to: force

majeure, ruling by a government or regulatory agency, epidemic/pandemic, flooding, earthquake or similar natural disasters or hardship circumstances, either concerning EDI directly or any supplier or third party working for EDI to execute the Agreement. After EDI, within five (5) business days, has informed the End-User in writing of the occurrence of such a cause or event, the provisions of this Agreement – to the extent influenced by such a cause or event – are suspended for as long as the cause or event in question continues.

## Article 8. Privacy

8.1. EDI and LMS will process any personal data in compliance with any applicable privacy regulations, including the GDPR and the Belgian legislation.

8.2. Upon offering Services, EDI processes certain data of the End-User, its employees, representatives or other personnel, including personal data. Personal data are data that make it possible to identify a certain person, such as name, address, and place of residence data. EDI has a status of data controller of End-Users personal data, as well as their personnel's personal data. The details of personal data processing activities by EDI are described in EDI Privacy Policy available at <https://www.edi.be/privacy-policy> and provided to End-Users via the Website and via the Application.

8.3. Within the scope of the Assignment to LMS and as a result of its own legal obligations (including accounting and tax obligations related to invoicing services), LMS also has a status of data controller of End-Users personal data, as well as their personnel's personal data. The details of personal data processing activities by LMS are described in LMS privacy policy available at <https://www.lastmilesolutions.com/privacy-policy/>. Should LMS proceed to other data processing activities for the performance of the Agreement, it shall do so as a data processor of EDI.

8.4. Some data relating to End-Users are collected within the Network or through Partner Networks, for the purpose of the invoicing and the associated administrative requirements that are a part of payment traffic. Furthermore, EDI/LMS can provide supplied personal data to third parties in the context of the implementation of this Agreement or if this is required by law. For the purposes indicated above, and within the legally justified grounds, the consent of the End-user is not required.

## Article 9. Miscellaneous provisions and applicable law

9.1. This Agreement is the only agreement applicable to the Services.

9.2. EDI is authorised to develop and modify the operation of the Website, the Platform or the Application, as well as their functionalities, in accordance with its own development plan, including introducing visual changes, functional changes, changes in payment methods or new Services. When such changes are introduced, if they affect the scope or conditions of the Services provided or the Agreement, EDI shall introduce such changes by amendment to this Agreement as specified in this Article.

EDI may furthermore amend this Agreement during the term of Agreement for important reasons, in particular if:

- a) the Agreement needs to be adjusted due to changes in the law or their interpretation by courts or administrative bodies;
- b) an amendment consists of adding new functionality or Services, changing the scope of Services offered, and adjusting the Agreement accordingly;
- c) the amendment is necessary to correct obvious mistakes, calculation errors, language errors, etc;
- d) there is a change in the contractual relationship between EDI and a third party to the extent affecting the Services;
- e) there is a change to the infrastructure of a Network affecting the Services.

Amendments to this Agreement do not require a signed form or conclusion of an annex to the Agreement and can simply be communicated via e-mail or via the Platform.

Any change of the Agreement as a result of amendments to the Agreement does not affect the Services performed so far.

The End-User will be informed about any change of the Agreement by making the content of the new Agreement available to them via e-mail or via the Platform. The End-User may be asked to expressly agree on the amended wording of the Agreement, before further use of the Services.

Amendment to the Agreement is effective upon its acceptance by the End-User (for Consumer End-Users and Business End-Users) or upon the lapse of one month from the time the amended Agreement is made available to the End-User without any remark from the End-User (for Business End-Users).

If the End-User does not accept the amended Agreement, the Agreement may be terminated in accordance with the provisions of the Agreement within one (1) month of receiving the amended Agreement. During the period of notice, the previous provisions of the Agreement shall apply.

EDI may work on the execution of the Agreement with subcontractors (including LMS) and shall also have the right to transfer the rights and obligations under this Agreement in part to LMS should the Services delivered remain the same. The End User hereby already agrees in advance to the (partial) transfer of their legal relationship with EDI to LMS as described in this Agreement.

9.3. If any provision of the Agreement for whatever reason were to be invalid or void or were to be annulled, the other provisions remain fully effective and EDI will propose a substitute provision whereby the purpose and tenor of the provision that is to be replaced will be maintained as much as possible.

9.4. The applicable law to this Agreement shall be Belgian law. Apart of the case where exclusive court competence is provided by law, and apart of disputes with Consumers End-Users (who can submit their claims to any competent court as might be provided per mandatory legislation), any dispute shall be submitted to the exclusive jurisdiction of the competent court of law in Brussels (Belgium).

## Annex I. Self-billing agreement and authorization

1. The Parties hereby agree that, because of the scope of Assignment provided under Agreement, LMS shall be entitled to prepare self-billed VAT invoices on behalf of the CSO for the payment of any remuneration due to CSO for any supplies / services made to LMS in accordance with the terms and conditions of the Agreement. The provisions of this Annex I constitute a self-billing agreement as referred to in Article 53, §2 and §3 Belgian VAT Act (*BTW-Wetboek*) concluded by and between an End-User, being a CSO, and LMS.
2. The invoice issued by LMS in self-billing procedure must contain an information included by LMS that the invoice is issued in the name and on behalf of the CSO (i.e., the taxpayer specified in the invoice as the seller) and a note "self-billing". The numbering of these invoices will be according to the order in which they are issued by LMS, i.e., LMS applies their own numbering scheme. LMS will issue said invoice in electronic form, to which the CSO hereby agrees.
3. Taking the above into account, LMS agrees to:
  - a. issue self-billed invoices for all supplies/services made to them by the CSO in respect of the remuneration;
  - b. complete self-billed invoices showing the CSO's name, address and VAT registration number, together with all other details which constitute a full VAT invoice;
  - c. inform CSO if the issue of self-billed invoices will be outsourced to a third party.
4. CSO warrants that it is a taxpayer registered for VAT and agrees:
  - a. to accept invoices issued by LMS and not to terminate the authorisation to issue invoices under the self-billing scheme described in this Annex until the expiry of the Agreement;
  - b. not to issue any sales invoices for the transactions covered by this Agreement and self-billing agreement as described herein;
  - c. to notify LMS immediately, not later than within one (1) business day if CSO changes its VAT registration number, or ceases to be VAT registered, or sells their business, or part of their business.
5. LMS represents to issue invoices, correction invoices and duplicate invoices in accordance with the regulations that apply in this regard, in particular the Belgian VAT Act (*BTW-Wetboek*) and the executive provisions issued based thereon.
6. Parties are obliged to comply with the procedure for the verification and approval of individual invoices by the CSO as it is specified below:
  - a. Each invoice issued in accordance with this Annex by LMS under the CSO's self-billing authorisation will be available for the CSO to download from the Platform or will be made available electronically, i.e., sent to the CSO's e-mail address.
  - b. Invoices posted in the Platform will be made available in PDF format and by enabling the Purchaser to download those invoices, as well as other files in a format enabling the transfer of data to the accounting system, taxpayer will be allowed to store invoices, correct invoices and make duplicates of these documents.
  - c. LMS must inform the CSO via the Platform or by email that an invoice has been issued in their name and on their behalf and that they may comment on the contents of the invoice within three (3) working days as of the issue of the invoice.
  - d. The invoice will be deemed approved by the CSO if the CSO makes no remarks to its contents within three (3) working days as of the issue of the invoice.
  - e. If an error is found in an invoice, the CSO must immediately notify LMS by sending an information about the type of errors found by e-mail to the LMS's address.

This Annex – a self-billing agreement - shall commence and be valid for the time of the Agreement between EDI and the concerned End-User, unless terminated earlier by the Parties in accordance with the Agreement. This self-billing agreement may be terminated only together with the Agreement.

## Annex II. Technical requirements and security measures

### 1. **ELECTRIC VEHICLES**

The charging services at a given Charging Station shall be available exclusively to holders of Electric Vehicles which meet the technical requirements of such a Charging Station, as indicated in the Application, on the Website and/or in the manual for the Charging Station.

### 2. **USER PROFILE**

Registration of an account on the Website or in the Application is necessary to use the Services provided for registered End-Users. Use of the charging services by an unregistered driver of an Electric Vehicle does not require an End-User profile registration.

### 3. **WEBSITE**

In order to use the Services on the Website, the End-User shall have computer equipment or a mobile device with access to the Internet and a web browser meeting the standards indicated by EDI. It may also be necessary to enable necessary cookies to properly provide the Services.

### 4. **E-MAIL ADDRESS**

In order to use the Services, the End-User must have an active email address.

### 5. **MOBILE APPLICATION REQUIREMENTS**

In order to use the Services available in the Application, the End-User needs to have a mobile device equipped with an Android operating system version 5.1 or higher or iOS operating system version 11.0 or higher (in accordance with the requirements indicated in the applicable mobile application distribution channel) with access to the Internet, download and install the Application. In order to use the Application on an ongoing basis, an Internet connection shall be required.

### 6. **CHARGING POINTS**

In order to be covered by the Services, the Charging Stations and private Charging Points must meet the communication standards required for the Platform (OCPP communication protocol) and be equipped with a SIM card.

SIM cards are provided by EDI and delivered – within Belgium – at EDI's own expense, unless otherwise specified in the Agreement or any other agreement between EDI and the End-User. The installation of the SIM cards in the Charging Station or private Charging Point, the adjustment of the Charging Station or private Charging Point to the possibility of communication with the Platform and the performance of integration tests are the responsibility of the End-User, unless otherwise specified in the Agreement or any other agreement between EDI and the End-User. The End-User also bears the costs of telecommunication services connected to the Charging Station or private Charging Point communication with the Platform. SIM cards remain the property of EDI. Hosting Subscription Services may be rendered only after prior proper installation - by CSO - of the SIM card and integration of the Charging Point with the Platform (including the integration test conducted by CSO, where required).

### 7. **ADDITIONAL TECHNICAL REQUIREMENTS**

If necessary, EDI shall provide the End-Users with additional information regarding technical measures to protect the account, the use of Services and other digital content provided, as well as information relevant to the interoperability of the Services with the End-User's computer hardware and software.

### 8. **SECURITY**

EDI, LMS and their subcontractors, take a number of measures to secure data processed on the Website at the highest possible level, including by using data transfer security, securing websites and software against cyber-attacks, and updating used IT tools. In particular, SSL encryption (used to secure data transmission over the Internet) and SEPA integration protocol (banking interface), are used in connection with Services.

### 9. **NOTICE OF RISKS**

Although EDI and LMS use all appropriate security measures, the End-User should keep in mind that no security measure can eliminate 100% of all risks and threats, especially those related to the use of the Internet or mobile devices as such. Such risks may include malware, spyware, SPAM, phishing, hacking and cryptanalysis. Also, the manner in which the End-User uses the Services, including, but not limited to, exercising caution when using the Internet, and having your own anti-virus software, affects the level of risk to services provided electronically.

#### 10. **PROHIBITION**

The User may not introduce to the Website content of an unlawful nature, violating the law or good morals, including in particular the introduction of any malicious software or tracking software.

#### 11. **BREAKS**

Temporary interruptions in the operation of the Website or the Application are possible for the purpose of carrying out maintenance, repair and development works, in particular for the purposes of updating and expanding the Website or the Application - provided that the scope of work justifies such a break. EDI or LMS will inform the End-Users in advance of any planned interruptions in the operation of a given Service. Interruptions in the availability of the Services may also occur for other reasons beyond the control of EDI or LMS, including interruptions in electricity supply, Internet, telecommunications problems, communication problems or other external causes. EDI will notify End-Users about such failures or external obstacles that may affect the availability of the Services, immediately after receiving information about such circumstances.

#### 12. **UPDATES**

The End-User profile (on the date of its registration and activation) and the Application (on the date of its installation) are made available to the End-User as the latest available versions thereof.

The Application and the Platform may be updated from time to time, in particular in order to implement technological changes, new functionalities, changes to the security features used, as well as to maintain the compatibility of the Services provided with the Agreement. Whenever an update of the Application or the Platform is required or is otherwise necessary for the correct use of the Services, such update shall be made available to the End-User at no additional cost. The use of an updated Application generally requires that the updated version of the Application is installed on the mobile device in accordance with clause 5 above. If EDI indicates that an update is required, this means that if the update is not installed, the availability of the Services or functionality may be restricted, access to the End-User profile may be limited, the effectiveness of security may be impaired or other malfunctions of the Services may occur. EDI will provide reasonable advance notice of required updates. EDI shall not be liable for any non-compliance of the Services with the Agreement resulting from the End-User's failure to install the required update within the indicated timeframe or, failing that, within a reasonable time.