# One-off Charging Services

Version dated April 2019

## 1. Definitions

The following definitions shall apply

1.1 **Terms of use**: these terms and conditions, applying to a one-off charging service using the Smoov App.

1.2 **Allego**: Allego GmbH, Stralauer Platz 34, 10243 Berlin.

1.3 **End user:** a natural or legal person using the Smoov App for a one-off charging service.

1.4 **Charging point**: a facility at a semi-public, public or private location that can be used to charge the accumulator of an electric vehicle.

1.5 **SMOOV®-App**: an application for mobile terminals that provides end users with information and, if necessary, access to charging services at charging points.

1.6 **Payment Service Provider**: the payment service provider Adyen, which invoices services to the End user on behalf of Allego.

1.7 **One-off charging service:** is a service pursuant to art. 2 N° 13 German Charging Column Ordinance (Ladesäulenverordnung).

## 2. Subject matter

2.1 These Terms of use govern the contractual relationship between Allego and the End user when purchasing one-off charging service using the Smoov App.

2.2 Allego provides the End user with access to its charging infrastructure through the Smoov App.

## 3. Conclusion of the contract

By accepting the terms and conditions and clicking the „start download"-button in the App, the End user and Allego enter into a contract on purchase of a one-off charging service to which these terms and conditions apply.

## 4. Obligations of the End user

4.1 The End user may only use Allego's charging stations if and to the extent that they show neither visible damage nor error messages.

4.2 It is the End user's responsibility to ensure that the charging process is properly started by connecting the vehicle ready for charging to the charging cable. At the end of the charging process, the end user is responsible to disconnect the vehicle again. The operating instructions on the charging station must be observed. It must be ensured that the available accessories are suitable and compatible. Use of appropriate equipment is outside Allego's sphere of influence and Allego does not guarantee its correctness.

4.3 If the End user registers with the Smoov App, he/she must always keep his/her user ID and password secret.

## 5. Prices, payment and invoicing

5.1 All applicable prices are inclusive of VAT.

5.2 The prices displayed in the Smoov App before the start of the charging process shall apply. Information on the applicable prices can also be found at https://allego.eu/cp. In case of doubt, the prices displayed in the App are binding.

5.3 Payment is carried out via the Payment Service Provider Adyen.

5.4 Allego has entered into a contract with a Payment Service Provider for the handling of the payment in connection with on-off-charging services. The End user shall pay to such Payment Service Provider, whereupon such Payment Service Provider shall pay the amounts received to Allego. Payment may be made by automatic direct debit: The cost of the one-off charging service shall be debited through the authorised Payment Service Provider based on an automatic direct debit bank account specified by the End user as specified in the direct debit authorisation. The End user may cancel a payment in event of automatic direct debit 50 days after the amounts have been collected. Furthermore, the End user may object a direct debit up to 13 months after the payment date.

5.5 With regard to the Payment Service Provider, additional terms and conditions of the relevant Payment Service Provider may apply.

5.6 The End user may opt for having his/her invoice sent to him/her online. This can be done at any time after completion of the charging process or, for registered users, using the Smoov App.

## 6. Use of information and data protection

The use of a one-off charging service according to these terms and conditions requires the processing of personal data. Details can be viewed in the data protection declaration on the website https://www.smoovapp.eu or in the app, section "about Smoov".

## 7. Liability

7.1 Allego shall be liable to the End user for intent and gross negligence.

7.2 Liability for simple negligence shall be limited to injury of life, limb or health and for breach of material contractual obligations limited to compensation for foreseeable, typical damage. In particular, Allego shall not be liable for so-called "indirect damages".

7.3 The limitation of liability shall also apply to breaches of duty by or for the benefit of persons whose culpable actions the parties are responsible for in accordance with statutory provisions.

7.4 Claims arising from the Product Liability Act (Produkthaftungsgesetz) remain unaffected.

## 8. Applicable law and jurisdiction

The contractual relationship is subject to the law of the Federal Republic of Germany. The place of jurisdiction shall be Berlin in case the end user is a merchant.