

Special Terms and Conditions for the purchase of a One-off Charging and Infrastructure Service from Allego BVBA via the SMOOV® APPLICATION

Version dated January 2017

If the End-user wishes to make an In-App Purchase of a One-off Charging and Infrastructure Service from Allego BVBA via the SMOOV® application, the End-user must affirm his/her agreement to these Special Terms and Conditions.

1. Definitions

The terms below are assigned the following meanings. These definitions apply to the entire Contract.

- 1.1 **Special Conditions:** these special terms and conditions regarding the purchase of a One-off Charging and Infrastructure Service via the SMOOV® App.
- 1.2 **Allego:** the Charging Socket operator and provider of the One-off Charging and Infrastructure Service, that being Allego BVBA, Crossroads Bank for Enterprises [KBO] number 0541674724, having its registered office at Schaliënhoevedreef 20T in (B-2800) Mechelen, Belgium.
- 1.3 **One-off Infrastructure Service:** the purchase by the End-user of a service that encompasses the one-off use of Allego's infrastructure (i.e. Charging Socket) via the SMOOV® App.
- 1.4 **One-off Charging Service:** the purchase by the End-user of a service that encompasses a one-off charging service at an Allego Charging Station via the SMOOV® App.
- 1.5 **End-user:** the natural person or legal entity that makes a purchase from Allego via a referral in the SMOOV® App and thus purchases a One-off Charging and Infrastructure Service.
- 1.6 **Electric Vehicle:** A road vehicle powered entirely by an electric motor and/or a hybrid vehicle partly powered by an electric motor, which vehicle may or may not make use of electricity that is stored in a battery rechargeable by use of a Charging Socket.
- 1.7 **Charging Socket:** a facility at a semi-public, public, or private location that can be used to charge the battery of an Electric Vehicle.
- 1.8 **Charging Session:** a session during which an Electric Vehicle is charged at a Charging Socket.
- 1.9 **Contract:** the contract through which an End-user purchases a One-off Charging and Infrastructure Service from Allego via a referral in the SMOOV® App. These Special Conditions constitute an integral part of this Contract.
- 1.10 **SMOOV® App:** an application for iOS and Android based on which the End-user obtains information and possibly access to charging and infrastructure services at Charging Sockets.
- 1.11 **Payment Service Provider:** a financial services provider authorised to accept payments from an End-user on Allego's behalf.

2. Use of Information / Privacy

2.1 By purchasing the One-off Charging and Infrastructure Service via the SMOOV® App, the End-user agrees to have the information he/she enters processed, stored, and used to the extent reasonably necessary or desired for the proper functioning of the One-off Charging and Infrastructure Service. Allego may process, store, and use the information provided by the End-user in accordance with all applicable laws.

2.2 There is an exception to the provisions laid down in 2.1 with regard to payment details, which Allego shall never store. Payment details, such as but not limited to a credit card number or IBAN bank account number, are only stored by the Payment Service Provider under the terms and conditions it imposes.

2.4 Allego advises the End-user that, pursuant to the Dutch Personal Data Protection Act [*Wet bescherming persoonsgegevens*] and for the purpose of performing this Contract, Allego is entitled to provide to third parties the personal data that the End-user provides in the context of the Contract. Pursuant to the aforementioned Act, Allego may become obliged to provide the End-user's personal data to third parties if compelled to do so by a statutory provision. Allego will not need the End-user's consent to provide that data for the aforementioned purposes.

3. Indemnification

3.1 By purchasing the One-off Charging and Infrastructure Service, the End-user agrees to fully indemnify Allego, its executive directors, supervisory directors, employees, investors, contractors and contractual counterparties against any liability to, or claims instituted by, third parties that arise as the direct or indirect consequence of the End-user's culpable failure to satisfy these Special Conditions. The End-user hereby waives any right of recovery he/she has in respect of the aforementioned parties.

3.2 When using the One-off Charging and Infrastructure Service, the End-user shall comply with all requirements applicable to charging; specifically, the requirements imposed by Allego, as well as any applicable statutory safety and other requirements.

4. Liability

4.1 The End-user shall be liable for any harm or loss resulting from the inexpert or careless use of a Charging Socket, or from inexpert or careless charging, and shall indemnify Allego against any third-party claims relating thereto. The End-user shall also indemnify Allego against any third-party claims relating to conduct or circumstances for which the End-user bears the risk and/or expense.

4.2 Allego shall be liable for any harm or loss the End-user incurs as a consequence of Allego's culpable failure to perform its contractual obligations to the End-user, subject to the condition that, within 10 business days after the date on which the End-user discovers, or could reasonably be expected to have discovered, the failure to perform or wrongful act, the End-user notifies Allego of same in writing, thereby, to the extent legally required, serving Allego with notice of default and affording Allego a reasonable time to perform its obligation or rectify its wrongful act.

4.3 The liability referred to in the previous paragraph of this clause shall – if and to the extent possible and with due observance of mandatory liability law – be limited to damages for direct harm or loss.

4.4 Allego shall not be liable for any harm or loss the End-user may incur as a result of being unable to charge (or fully charge) the Electric Vehicle or as a result of the use or operation of a Charging Socket. Allego shall not be liable if an Electric Vehicle cannot be charged (or safely charged) due to a defect in the Electric Vehicle and/or any of the auxiliary equipment used, such as charging cables.

4.5 All liability on the part of Allego for any indirect harm or loss is hereby excluded.

4.6 The restrictions listed in the previous paragraphs of this clause shall lapse if and to the extent that the harm or loss is the consequence of an intentional act or omission [*opzet*] or gross negligence [*grove schuld*] on the part of Allego.

4.7 Allego shall not be held liable to perform any obligation if it is prevented from doing so as a result of *force majeure*.

5. Costs

5.1 Allego will charge a fee for the One-off Infrastructure Service. That fee will consist of one or more of the following components:

- Fixed starting fee (amount dependent on the location and the charging power purchased);
- Variable charging rate (hourly rate or per-kWh rate) (amount may be dependent on the location and the charging power purchased);
- Possible transaction fees, depending on the payment method;
- Possible connection charges, for the time that the Electric Vehicle is not being charged but is still connected to the Charging Socket.

5.2 In addition to the fee Allego charges for the One-off Infrastructure Service, Allego will also charge a fee for the One-off Charging Service.

5.3 The End-user will be informed of the specific fees prior to a Charging Session, in the SMOOV® App or at the Charging Socket where Allego offers One-off Charging and Infrastructure Services. When an End-user enters into a contract with Allego for the supply of a One-off Charging and Infrastructure Service, payment will be made via a Payment Service Provider, and the End-user will be informed about the fees charged after completion of the One-off Charging and Infrastructure Service.

6. Payment

6.1 Payment shall be made via a Payment Service Provider.

6.2 Allego has contracted a Payment Service Provider to collect fees relating to One-off Charging and Infrastructure Services. The End-user shall pay this Payment Service Provider, after which the Payment Service Provider will forward the funds received to Allego. Payment may be made via direct debit: the fees for the One-off Charging and Infrastructure Service will be debited directly by the authorised Service Provider from the bank account indicated by the End-user and laid down in the direct debit authorisation. In the case of direct debit, the End-user shall have a period of 56 days to reverse the collection. The End-user shall also have a period of 13 months from the payment date to dispute a collection.

6.3 The relevant payment service provider's terms and conditions will apply to payments made via that payment service.

7 Other Provisions and Applicable Law

7.1 Allego shall at all times be authorised to amend these Special Conditions on a unilateral basis.

7.2 In performing this Contract, Allego shall be entitled to engage third parties or to assign all or part of the rights and obligations under this Contract to a third party. The End-user hereby consents in advance to the assignment of its legal relationship with Allego to a third party.

7.3 If, for whatever reason, one or more provisions of these Special Conditions is/are invalid or null and void or is nullified, the remaining provisions shall remain in full force, and the Parties shall consult in order to put in place a replacement provision such that the intention and purport of the provision that is to be replaced is preserved as far as possible.

7.4 This Contract and these Special Conditions are governed by the laws of Belgium. Any disputes relating to and/or ensuing from this Contract or these Special Conditions shall be submitted for adjudication to the Mechelen Branch of the District Courts for the Judicial District of Antwerp.F