

## **Special Clauses for the purchase of a One-Time Charging Service and One-Time Infrastructure Service of Allego BV using the SMOOV® APPLICATION (the "Special Clauses")**

Version July 2018

Please read these Special Clauses carefully.

If the End User wishes to purchase an in-app purchase of a One-Time Charging Service and One-Time Infrastructure Service from Allego BV using the SMOOV® App, these Special Clauses shall apply.

By clicking on the "Accept" button below, you agree to be bound by these Special Clauses.

### **1. Definitions**

The following definitions are used in these Special Clauses. These definitions apply to these Special Clauses.

**1.1 Special Clauses:** these special clauses pertaining to the purchase of a One-Time Charging Service and One-Time Infrastructure Service using the SMOOV® App.

**1.2 Allego:** the charge point operator and provider of the One-Time Charging Service and One-Time Infrastructure Service, being Allego BV, company number 54100038, with place of establishment at Westervoortsedijk 73, 6827AV, Arnhem, Netherlands.

**1.3 One-Time Infrastructure Service:** the purchase by the End User of a service that comprises the one-time use of infrastructure (of a Charge Point) of Allego by means of the SMOOV® App.

**1.4 One-Time Charging Service:** the purchase by the End User of a service that comprises a one-time charging service (at a Charge Point) of Allego by means of the SMOOV® App.

**1.5 End User:** the natural person or legal entity who by means of the SMOOV® App makes a purchase from Allego and thereby obtains a One-Time Charging Service and One-Time Infrastructure Service.

**1.6 Electric Vehicle:** a road vehicle powered entirely by an electric engine, and/or a hybrid vehicle powered partly by an electric engine, which may or may not use electricity stored in a battery rechargeable by use of a Charging Point.

**1.7 Charge Point:** a facility at a semi-public, public or private location that can be used to charge the battery of an Electric Vehicle (socket).

**1.8 Charging Session:** a session in which an Electric Vehicle is charged at a Charge Point.

**1.9 Agreement:** the agreement by which an End User purchases a One-Time Charging Service and One-Time Infrastructure Service from Allego by means of a reference in the SMOOV® App. These Special Clauses are separate from (and are intended to apply in parallel to) said Agreement.

**1.10 Services:** means, collectively: (i) One-Time Infrastructure Service; and (ii) One-Time Charging Service.

**1.11 SMOOV® App:** the application for iOS, Android or other platform through which the End User obtains information and, potentially, access to charging and infrastructure services at Charge Points.

**1.12 Payment Service Provider:** the financial services provider authorised to accept payment methods from the End User to be credited to Allego.

## **2. Use of information/Privacy**

2.1 The End User acknowledges and agrees that Allego may collect, process, and otherwise use its data (including personal data) in connection with the SMOOV® App for purposes that are required by applicable law, regulation, or to allow Allego to fulfill its business needs and legal obligations.

2.2 Further information on how Allego processes, collects, and uses personal data is set out in the Agreement.

2.3 By accepting the terms of these Special Conditions, the End User gives its explicit consent to the processing, storage and use of the information entered by the End User. The End User acknowledges and agrees that Allego may process, store and use the information provided by the End User in compliance with applicable law.

2.4 End User acknowledges and agrees that its payment details, including but not limited to credit card numbers and IBAN, may be stored (i) by the Payment Service Provider under the terms and conditions it stipulates; and (ii) by Allego, to the extent permitted by these Special Clauses and applicable law.

2.5 Allego may disclose the personal data provided by the End User to third parties for the purposes of the performance of these Special Clauses. The End User acknowledges and agrees that Allego may be obliged to provide personal data of the End User to third parties where required to do so pursuant to applicable law.

## **3. Indemnity**

3.1 End User agrees that it releases Allego and all directors, employees, investors, customers and contract parties of Allego in full from all liability towards, and all further or other claims of, third parties resulting (whether directly or indirectly) from the End User's failure in the fulfilment or performance of these Special Clauses. The End User hereby waives any right of recovery against the aforesaid parties.

3.2 In using the One-Time Charging Service and One-Time Infrastructure Service the End User agrees that it will adhere to all instructions applicable to and in connection with the charging and Services, namely, both the instructions stipulated by Allego and any applicable statutory safety or other requirements.

## **4. Liability**

4.1 The End User is liable for all damage resulting from improper or injudicious use of a Charge Point or improper or injudicious charging, and indemnifies Allego against any claims of third parties in this regard. The End User also indemnifies Allego against any claims of third parties in regard to conduct or circumstances for which the End User bears the expense and/or risk.

4.2 Allego is liable for harm or loss suffered by the End User as a result of a material failure of Allego in the fulfilment of its contractual obligations towards the End User, this subject to the condition that the End User notifies Allego thereof in writing within 10 business days after the day on which the End User observed or could reasonably have observed the defect or irregularity, notifying Allego of default and stipulating a reasonable term for fulfilment insofar as required by law.

4.3 Any liability referred to in paragraph 4.2 is, if and insofar as possible in observance of the provisions of applicable law concerning liability, limited to compensation of direct harm or loss.

4.4 Allego shall not be liable for harm and loss that the End User may suffer as a result of the inability to charge or fully charge the Electric Vehicle or in connection with or resulting from the use or functioning of a Charge Point. Allego shall not be liable if the Electric Vehicle cannot be charged or fully charged due to a defect in the Electric Vehicle and/or the peripherals used, such as charging cables.

4.5 Allego shall not be liable to the End User under or in connection with these Special Clauses, whether for negligence, breach of contract, misrepresentation or otherwise for: (i) any indirect or consequential damage, harm or loss of End User (ii) loss of profit, goodwill, business opportunity or anticipated saving suffered by the End User, or (iii) loss or damage incurred by the End User as a result of third party claims.

4.6 Except as set out in these Special Clauses, all conditions, warranties and representations, express or implied by (i) statute; (ii) common law or (iii) otherwise, in relation to these Special Clauses are excluded.

4.7 The restrictions set out in the preceding paragraphs of this article will not operate to exclude or restrict Allego's liability for harm or loss that is the result of fraud or gross negligence of Allego.

4.8 Allego is not obliged to fulfil any obligation where prevented from doing so as the result of *force majeure*.

## 5. Costs

5.1 For the One-Time Infrastructure Service Allego charges a fee consisting of one or more of the following components:

- fixed starting fee (amount depends on the location and charge voltage used);
- variable charge fee (hourly fee or kWh fee) (amount may depend on the location and charge voltage used);
- any applicable transaction costs, depending on the method of payment;
- any applicable connection costs, for the time that the Electric Vehicle is not being charged but is connected to the Charge Point.

5.2 For the charging, alongside the fee charged by Allego for One-Time Infrastructure Service, Allego also requires a fee for the One-Time Charging Service.

5.3 Prior to a Charging Session, the End User is informed of the specifically applicable fees in the SMOOV® App for the Charge Point in question where Allego offers a One-Time Charging Service and One-Time Infrastructure Service. If the End User enters into an agreement with Allego for the supply of the One-Time Charging Service and One-Time Infrastructure Service, then payment is to be made by means of a Payment Service Provider, and after the completion of the One-Time Charging Service and One-Time Infrastructure Service the End User will be informed of the costs incurred.

## 6. Payment

6.1 Payment is made via a Payment Service Provider.

6.2 For the collection of the fee in connection with the One-Time Charging Service and One-Time Infrastructure Service, Allego has entered into a contract with a Payment Service Provider. The End User will make payment to this Payment Service Provider, after which the Payment Service Provider pays the money received from the End User to Allego. There is also an option to collect the payment by direct debit: the costs for the One-Time Charging Service and One-Time Infrastructure Service will then be deducted, via the authorised Payment Service Provider, on the basis of a direct debit authorisation, from the bank account stipulated by the End User as identified on the direct debit authorisation.

In the case of direct debit, the End User has 56 days after collection of the amounts owed to cancel a payment. Additionally, the End User has a period of 13 months after the payment date to contest a debit transaction.

## 7. Contact information

7.1 The End User may contact Allego to find out more information about the SMOOV® App and the Services (i) **via e-mail:** at info@smoov.nl or (ii) **via post:** at Allego BV, Westervoortsedijk 73, 6827AV, Arnhem; and (iii) **via telephone:** +31 88 750 0300.

## 8. Other provisions and applicable law

8.1 Allego is at all times authorised to unilaterally amend these Special Clauses (including, without limitation, to reflect changes in law or to deal with additional features which Allego may introduce).

8.2 Allego shall notify the End User of amendments to these Special Clauses. The End User acknowledges and agrees that new terms may be displayed in the SMOOV® App and that it may be required to acknowledge that it has read these new terms before continuing to use the App.

8.3 End User agrees that Allego may (i) engage third parties in the performance of these Special Clauses and any of its obligations hereunder and (ii) may transfer or assign any or all its rights and obligations these Special Clauses to a third party.

8.4 If any provision of these Special Clauses proves to be illegal, invalid, unenforceable or null and void, or is annulled at any time, for any reason whatsoever under the law of any jurisdiction: (i) the remaining provisions remain in full force and the legality, validity, or enforceability in that jurisdiction of any other provision of any other provision of these Special Clauses shall not be affected or impaired and (ii) the parties will 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.

8.5 These Special Clauses and all non-contractual or other obligations arising out of or in connection with them are governed by Dutch law.

8.6 The courts of the Netherlands have exclusive jurisdiction to settle any dispute arising from or connected with these Special Clauses (a "**Dispute**") (including a dispute regarding the existence, validity or termination of these Special Clauses or relating to any non-contractual or other obligation arising out of or in connection with these Special Clauses) or the consequences of their nullity.

8.7 The Parties agree that the courts of the Netherlands are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.