

General Terms and Conditions of SMOOV® APPLICATION

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These General Terms and Conditions can be accessed at www.smoovapp.eu and can be downloaded from that website as a PDF file. If the End-user wishes to install the SMOOV® application, the End-user must affirm his/her agreement to these General Terms and Conditions.

CHAPTER 1 SMOOV® APPLICATION

1. Definitions Relating to the SMOOV® APPLICATION

The following definitions are used in this chapter. These definitions apply to the entire Contract.

- 1.1 **Conditions:** these general terms and conditions, including any appendices, relating to the installation and use of the SMOOV® App.
- 1.2 **Allego:** the app provider, that being Allego B.V., having its registered office in Arnhem, the Netherlands, and registered with the Chamber of Commerce under number 54100038.
- 1.3 **Compatible Charging Socket:** a Charging Socket that is included in the database displayed in the SMOOV® App and which can be operated via the SMOOV® App for accepting a One-off Charging and Infrastructure Service via the SMOOV® App in the performance of an existing Contract between the End-user and a Service Provider or as a result of an In-App Purchase from a Service Provider in the SMOOV® App.
- 1.4 **Charge Point Operator:** a party that operates Charging Infrastructure and that may also act as a provider of One-off Infrastructure Services to End-users, or that can offer access to Charging Infrastructure to Service Providers that can ultimately offer One-off Infrastructure Services to End-users.
- 1.5 **One-off Infrastructure Service:** the service a Service Provider provides the End-user, consisting of the single use of a Charging Socket operated via the SMOOV® App.
- 1.6 **One-off Charging Service:** the service a Service Provider provides the End-user consisting of a single charging session at a Charging Socket operated via the SMOOV® App.
- 1.7 **End-user:** the natural person or legal entity that has installed the SMOOV® App and that may wish to have access to a Compatible Charging Socket via the app.
- 1.8 **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.
- 1.9 **In-App Purchase:** the SMOOV® App allows purchases to be made from Service Providers via the app for the supply of One-off Charging and Infrastructure Services offered by external Service Providers. Concluding this In-App Purchase results in a

referral to an environment managed by a Service Provider. As the supplier of the app, Allego B.V. is not a party to this purchase or referral, and once the referral has been made, it has no control over the provisions to which the End-user and the Service Provider can agree.

- 1.10 **Charging Infrastructure:** all Charging Sockets collectively, both Compatible Charging Sockets and Non-compatible Charging Sockets, that are managed by Charge Point Operators, which may be Allego B.V. or one of its subsidiaries or sister companies or third parties, and with which Allego or its subsidiary or sister companies have concluded an agreement for inclusion in an application such as the SMOOV® App and where Service Providers may offer charging and infrastructure services.
- 1.11 **Charging Socket:** a facility at a semi-public, public, or private location that can be used to charge the battery of an Electric Vehicle.
- 1.12 **Charging Session:** a session during which an Electric Vehicle is charged at one of the Compatible Charging Sockets, as a consequence of a One-off Charging and Infrastructure Service initiated from the SMOOV® App.
- 1.13 **Non-compatible Charging Socket:** a Charging Socket that is included in the database displayed in the SMOOV® App but which cannot be used to initiate a One-off Charging and Infrastructure Service via the SMOOV® App.
- 1.14 **Contract:** the agreement, of which these Conditions constitute an integral part, pursuant to which and through the availability of the SMOOV® App, End-users are offered access to information about Charging Sockets, to the operation of a One-off Charging and Infrastructure Service that has been accepted, and to In-App purchases from external Services Providers.
- 1.15 **Platform:** the website from which the SMOOV® App can be downloaded.
- 1.16 **SMOOV® App:** the application Allego offers for iOS and Android, based on which the End-user obtains access to information about Charging Sockets, to operation for accepting a One-off Charging and Infrastructure Service, and to In-App purchases from external Services Providers in connection with the charging of his Electric Vehicle.
- 1.17 **Service Provider:** a provider of a One-off Charging Service, a One-off Infrastructure Service, or both, to End-users.

2. Installation, Operation, and Use of the SMOOV® App

2.1 Allego distributes the SMOOV® App via the Platform, from which the digital content can be downloaded. To be able to use the SMOOV® App, visit the Platform, where you will register with the Platform operator. That will bind you to the Platform's relevant terms and conditions of use and general terms and conditions. The contractual relationship between you and the operator regarding your use of the Platform is separate from the contractual relationship that you enter into directly with Allego for the use of the SMOOV® App pursuant to the Contract. If there are problems with using the Platform, you must contact the Platform operator directly in its capacity as your counterparty. Clause 11 (exclusion of liability) applies *mutatis mutandis* to that contract.

2.2 The SMOOV® App can be downloaded onto a compatible mobile terminal that uses iOS or Android.

2.3 Before the SMOOV® App can be used, the End-user must open an account or log in as a guest. If a user account is opened, the End-user will, independently and at any time, be able to change his/her personal account settings, such as the data regarding the Electric Vehicle, charging card data and/or payment details. In order to open an account, the End-user must have a valid e-mail address or register via a Facebook or Google+ account.

3. Right of Use

3.1 Allego grants the End-user permission to use the SMOOV® App indefinitely to:

1. find and review Compatible and Non-compatible Charging Sockets;
2. accept a One-off Charging and Infrastructure Service from Service Providers on Compatible Charging Sockets in the performance of an existing agreement with a service provider or as a result of an In-App Purchase from a Service Provider;
3. the initiation of In-App Purchases from Service Providers to be able to operate Compatible Charging Sockets, specifically, contracting and paying for the purchase of a One-off Charging and Infrastructure Service offered by Service Providers.

3.2 The licence to use the SMOOV® App is non-transferable. The following actions are prohibited while using the application:

1. making the application available to third parties via a peer-to-peer or other network or in any other manner;
2. leasing out or selling the application;
3. granting a sub-licence to use the application; and
4. modifying the application, reverse engineering the source code, and/or using the application to develop derivative works.

3.3 Allego shall be entitled to terminate the licence immediately and at any time if the End-user violates these Conditions or misuses the application, or if the decision is taken to decommission the SMOOV® App.

3.4 The End-user shall be free to terminate the licence with immediate effect and at any time by sending an e-mail to info@smoovapp.eu, requesting the deletion of the relevant account, upon which the right of use shall terminate with immediate effect.

4. Misuse of the Application

4.1 Misuse is defined as: using the SMOOV® App in any manner that is not described in these Conditions, as well as using the SMOOV® App in such a way that it infringes upon the rights of

one or more third parties. Misuse of the application is a criminal offence. Allego may report misuse at any time to the police and/or public prosecutor's office.

5. Use of Information / Privacy

5.1 By installing the SMOOV® App, the End-user agrees to having the information he/she enters processed, stored, and used to the extent reasonably necessary for the proper operation of the SMOOV® App, the further development of the SMOOV® App, and the offering of access to Allego's Charging Infrastructure via the SMOOV® App. Allego shall process, store, and use the information provided by the End-user in accordance with all applicable laws.

5.2 The End-user's consent regards the following information: payment details, location data, charging and charging card data, information about the vehicle, telephone number, the notifications the End-user wishes to receive, and the feedback provided by the End-user. Allego will temporarily store the data in an anonymised form that cannot be traced back to the End-user (except for the location data, see Clause 6). Through the SMOOV® App user account, the End-user can see which data Allego has stored.

5.3 An exception to the provisions of 5.1 and 5.2 applies with regard to payment details. The SMOOV® App never stores payment details. Payment details such as, but not limited to, IBAN numbers are only stored by the Service Provider, or a payment service provider it authorises, subject to the terms and conditions it imposes

5.4 Allego advises the End-user that, pursuant to the Dutch Data Protection Regulation Act [*Algemene verordening gegevensbescherming (AVG)*] 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.

6. Location Data

6.1 For the SMOOV® App to operate, the app uses the End-user's location. The app uses this data to direct the End-user to a nearby Compatible Charging Socket.

7. Indemnification

7.1 By installing the SMOOV® App, 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 Conditions. The End-user hereby waives any right of recovery he/she has in respect the aforementioned parties.

7.2 The End-user is aware of, and agrees that, he/she bears the risk of using the SMOOV® App (Allego accepts no liability in respect of said use). The usefulness and quality of the SMOOV® App depends on its being used properly by the End-user. Allego does not guarantee the operation or quality of the SMOOV® App, the correctness or accuracy of the information provided by the SMOOV® App, or the speed or quality of any information provided in connection with the SMOOV® App. Allego is not obliged to update or maintain the SMOOV® App. The foregoing is related to, *inter alia*, the fact that the SMOOV® App is dependent on the use of the Internet, as well as the possibility of receiving text and other messages and obtaining a GPS location, as well as the mobile telephone, mobile and other networks, and third-party services being in good working order. To facilitate the operation of the SMOOV® App, the End-user will be responsible for, *inter alia*, the following:

- the correct provision of information, including (but not limited to) his/her e-mail address, information about his/her Electric Vehicle, and his/her charging card and payment details. The End-user must enter changes in this information himself/herself via his/her personal SMOOV® App account;
- exercising due care in respect of his/her password for access to the SMOOV® App and any access codes for using the compatible mobile telephone;
- misuse of the SMOOV® App upon loss or theft of the compatible mobile telephone;
- the proper provision of the unique number of the Charging Socket and socket number;
- use of the GPS functionality in the SMOOV® App.

8. Changes to the Application

8.1 Allego is entitled to change the SMOOV® App (for example, in the case of an update or when so prompted by changes in the application or to the applicable laws (or their interpretation)), as well as to discontinue or terminate the app without any prior notice being required, in which respect the changes will be published on www.smoovapp.eu. Allego shall not be liable for any harm or loss that ensues, or is alleged to have ensued, from such change, discontinuation, or termination.

9. Intellectual Property

9.1 “SMOOV” is a registered trade mark of Allego.

9.2 The End-user is aware that the SMOOV® App contains information of which Allego is the owner, including processes, work methods, software, drawings, texts, designs, and know-how, including but not limited to the rights referred to in the Dutch Copyright Act 1912 [*Auteurswet 1912*], the Dutch Patents Act 1995 [*Rijksoctrooiwet 1995*], the Uniform Benelux Act on Designs and Models [*Eenvormige Beneluxwet inzake Tekeningen of Modellen*], the Dutch Neighbouring Rights Act [*Wet op de naburige rechten*], the Dutch Protection of Original Topographies of Semiconductor Products Act [*Wet bescherming oorspronkelijke topografieën van halfgeleiderprodukten*], the Dutch Databases (Legal Protection) Act [*Databankenwet*], and the regulations relating to said acts.

9.3 The End-user shall respect these rights and use the aforementioned information exclusively for the ordinary use of the application as described in these Conditions.

CHAPTER 2

10. Operation of One-Off Charging and Infrastructure Services

10.1 The SMOOV® App enables the End-user to purchase a One-off Charging and Infrastructure Service which the End-user receives based on an agreement with a Service Provider.

10.2 An End-user must have an agreement with a Service Provider in order to purchase a One-off Charging and Infrastructure Service. If the End-user has not yet concluded an agreement with a Service Provider, he/she may, via a referral on the SMOOV® App, conclude an agreement with a Service Provider, and pay, for the purchase of a One-off Charging and Infrastructure Service.

10.3 When using the Charging Sockets, the End-user shall comply with all requirements applicable to charging; specifically, the requirements imposed by Allego or the Service Provider, as well as any applicable statutory safety and other requirements.

10.4 Allego does not guarantee Charging Socket network density and/or the adequate availability of Charging Sockets. Neither does Allego guarantee that the Charging Sockets will be operational at all times without any disruption and/or failures or that these will be available.

10.5 Allego shall at all times be entitled to remove one or more Charging Sockets without any prior notification being required.

11. Liability

11.1 A Charging Socket operates with the assistance of the requisite communication infrastructure (which may or may not be publicly owned), such as mobile and other Internet connections. Allego does not warrant that such infrastructure will operate without disruptions or failures. Allego accepts no responsibility for the access and use of the Platform referred to in Clause 2 of this Contract.

11.2 The End-user shall be liable for any harm or loss resulting from the inexpert or careless use of a Charging Socket 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.

11.3 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.

11.4 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.

11.5 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 or the agreement or payment between an End-user and a Service Provider. 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.

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

11.7 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 or gross negligence on the part of Allego.

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

CHAPTER 3 RATES AND PAYMENT

12. Costs

12.1 The SMOOV® App can be downloaded free of charge.

12.2 Service Providers charge fees for the purchase of One-off Charging and Infrastructure Services. Allego, as the app provider, is not a party to this fee or to this One-off Charging and Infrastructure Service.

12.3 The SMOOV® App displays Charging Socket fees. These are Service Provider fees. If the End-user chooses to operate a One-off Charging and Infrastructure Service through an In-App Purchase from a Service Provider, then the fee is one that can be charged by a Service Provider. Should the End-user choose to operate a One-off Charging and Infrastructure Service via a registered and validated charging card number in his/her user account in the SMOOV® App, then the End-user has already concluded an agreement with a Service Provider for the supply of charging and infrastructure services, and the operation constitutes a performance of the agreement that the End-user has concluded with the Service Provider that issued the charging card: in such case, the fees charged may deviate from the fees shown in the SMOOV® App because the fees charged are governed by the existing agreement between the End-user and the Service Provider, and the fee shown is merely a fee that the Service Provider that manages the Charging Socket charges to the Service Provider that issued the charging card.

13. Registration and Use of a Registered Charging Card in the SMOOV® App

13.1 End-users can register and validate a charging card number in the SMOOV® App.

13.2 When an End-user with a validated charging card number activates the purchase of a One-off Charging and Infrastructure Service in the SMOOV® App, the End-user is affirming that he/she has an agreement with the Service Provider whose charging card number he/she has registered and validated in the SMOOV® App and that the activation is an expression of his/her will to purchase a One-off Charging and Infrastructure Service whose charging card number he/she has registered and validated in the SMOOV® App, and that this constitutes performance of his/her agreement with that Service Provider.

13.3 The End-user affirms that he/she understands that the Service Provider whose charging card number he/she has registered and validated in the SMOOV® App will charge him/her for the service. The End-user will subsequently pay this Service Provider for the One-off Charging and Infrastructure Service. The payment for that One-off Charging and Infrastructure Service will be governed by his/her agreement with the Service Provider whose charging card number he/she has registered and validated in the SMOOV® App.

CHAPTER 4 MISCELLANEOUS

14 Other Provisions and Applicable Law

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

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

14.3 If, for whatever reason, one or more provisions of these Conditions is 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.

14.4 This Contract and these Conditions are governed by the laws of the Netherlands. Any disputes relating hereto or ensuing herefrom shall be submitted to the Arnhem branch of the Gelderland District Court.