

# Deftpower Terms of Use – EV Drivers

Version 1.0 / February 1<sup>st</sup>, 2021

## 1. General

These Deftpower Terms of Use (“Terms of Use”) together with the Deftpower Privacy Policy govern your use of the service operated by Deftpower B.V. (“Service”). Service may include, but is not limited to, mobile applications and/or websites operated by Deftpower B.V. under its own brand or under its partners’ brand.

The reference to "Deftpower" in these Terms of Use shall be interpreted to mean a reference to Deftpower B.V. and/or all its business partners that are authorized to operate parts of the Service on behalf of Deftpower B.V. (including but not limited to billing service providers and customer service providers).

## 2. Acceptance

By registering for or using the Service or any portion of it you accept these Terms of Use. Registration without explicit acceptance of the Terms of Use is not possible.

## 3. Prices

All applicable initial prices of the charging service are valid inclusive of VAT and are indicated on the Service before the start of the charging process. Initial prices may be displayed as fees per kWh of energy, fees per time of parking of an electric vehicle at the charging station, charging session starting fees, as well as any other, indicated initial fees. You acknowledge that the final price of the charging service is strictly dependent on your use, for example on time of charging, kWh value of consumed energy, and is, therefore, not always automatically provided before the start of the charging process.

## 4. Your Obligations

(1) It is your responsibility to ensure that (i) charging begins and is completed correctly; and (ii) the charging station is suitable for the vehicle to be charged. Further, you shall not use charging stations that show an error message or visible defects or damages.

(2) It is your responsibility to ensure that the registered payment card is valid, that it has a sufficient balance and is not blocked. In the event that debiting is not possible, Deftpower has the right to seek payment from you by other means, such as by sending a separate invoice for your use of the Service. As it is your responsibility to ensure that your payment information on the Deftpower account is up-to-date and valid at the time of attempting to purchase a charging process through the Service, failure to do so can result in Deftpower closing your account.

(3) Upon registering you shall provide your email address and a chosen password for logging into your Deftpower account. You must take due care to protect your password against misuse by others and promptly notify Deftpower about any misuse. You are responsible for keeping the password secure, for not writing the password down so that third parties can understand what it is used for, and for not using the password in any other way that allows others to gain access to the information.

(4) You are responsible for complying with the specific parking restrictions and regulations at the charging station (such as, for example, the written instructions shown at the charging station or the instructions given by the personnel of the charging station operators).

## **5. Charging Stations**

(1) You can start a charging process at the charging stations that are available through the Service using the application or charging key. If available you may be able to start a charging process by scanning a QR code available at the charging station. The charging station will then be activated, provided it is functional. The availability of charging stations is subject to change.

(2) As Deftpower uses various charging station operators who are responsible for (i) ensuring the operation and maintenance of their charging stations; and (ii) providing accurate information in respect of their charging stations, Deftpower cannot guarantee the functionality or availability of the charging stations or the accuracy of such information. Deftpower will, however, act with due care in compiling and showing the relevant information to the users in the Service.

(3) The payment function of the application, as well as the charging key/card, operates only within the Deftpower network.

(4) Further, (i) the electric vehicle that is charged at a charging station; and (ii) the tools to be provided by you (including, by way of example, any power converters, adapters or cables), shall be fit for their purpose, compatible for the connection with the charging station and satisfy all applicable legal provisions at the relevant times. Deftpower is not liable in the case whereby the defect or damage is caused by a defect in the electric vehicle and/or the used tools.

## **6. Due Date and Payment**

(1) The billing of the charging processes activated within a calendar month takes place at the beginning of the following month. The invoiced amount is immediately due for payment.

(2) Deftpower sends invoices or receipts to you only electronically.

(3) You can obtain information regarding past billing and standing balance from the current month that has not yet been invoiced by logging into your account.

(4) If you wish to submit a complaint, you shall notify Deftpower within three (3) years from the purchase transaction in question. Complaints regarding incorrect charging costs are processed and determined by Deftpower. If a complaint is accepted, Deftpower shall compensate you for the amount without delay. If a complaint is rejected, Deftpower shall inform you of the result of the investigation of the complaint and justify the position of Deftpower.

## **7. Your Liability for Unauthorized Use of Service**

(1) You are obligated to immediately notify Deftpower if you believe that your account or the charging key has been used by an unauthorized person or in an unauthorized manner.

(2) In the event of the loss of your charging key or the mobile phone having the application operated by Deftpower on it, you shall immediately notify Deftpower. If you do not give such notification and the charging key or the mobile phone in question remains in illegitimate use, Deftpower reserves the right to claim all incurred losses as damage from you.

(3) Deftpower will block the charging key following receipt of notification of its loss or theft and such blocked charging key cannot be reactivated. You will, however, be able to place an order for a new charging key with Deftpower, according to the then-applicable terms and conditions.

## 8. Liability

(1) Deftpower shall not be responsible for, and thus, shall have no liability hereunder in respect of:

(i) the continuous availability and operability of (a) the public electricity, internet and communication infrastructure needed to operate the charging process, unless Deftpower has caused the unavailability or inoperability of the infrastructure by fault; and (b) the charging stations;

(ii) the suspension of the Service for reasons which ultimately prove to be incorrect, but, Deftpower had, at the time of suspension, reason to believe that there were grounds for suspension; and/or

(2) Deftpower is not responsible towards you for any indirect damages or losses, such as loss of income or damage to the relationship between you and third parties, except if the damage or loss is caused by negligence (only, however, if you are a consumer), gross negligence or willfulness on the part of Deftpower, and never in excess of what you are entitled to under mandatory legislation.

(3) This section 8 describes the entire liability of Deftpower. The only exception to this are mandatory legal provisions that apply to Deftpower's liability for defects (to the extent these cannot be excluded by mutual agreement).

## 9. Force Majeure

Deftpower is not liable hereunder to you for any delay or non-performance of its obligations in the event such delay or non-performance is due to official action, change in law, war, sabotage, failure or delay in delivery, irregularities in the supply of electricity, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the reasonable control of Deftpower (for the avoidance of doubt, matters that are only within the reasonable control of Deftpower's subcontractors shall not be deemed to be within Deftpower's reasonable control). The aforementioned also applies if Deftpower is the subject of a strike, boycott and/or blockade.

## 10. Termination

You may terminate your account if you no longer wish to use the Service. After termination, you will no longer have access to the Service. Deftpower may terminate your registration or restrict access to certain parts of the Service if Deftpower reasonably believes that you have breached these Terms of Use.

The termination mentioned above does not affect the existing legal consequences with respect to the charging processes that have taken place.

For further information regarding the termination, please check our **Cancellation Policy**.

## 11. Changes in Terms of Use

If Deftpower intends to amend the Terms of Use, Deftpower shall inform you about the changes in text form no later than two (2) months before the planned effective date of such changes. You can consent to the changes or reject those by expressing disapproval before the effective date. If you do not express disapproval before the effective date, Deftpower will assume your consent and the changes will enter into force, provided that:

- the changes do not affect your material rights or obligations under the Terms of Use; and
- the changes are necessary to:
  - adapt the Terms of Use to developments which were not foreseeable at the time of your acceptance of the Terms of Use, which Deftpower did not cause and cannot

influence, and which would have significant impact on the contractual relationship between you and Deftpower ; or

- overcome a gap in the contractual relationship between you and Deftpower occurring after your acceptance of the Terms of Use (e.g., if one or more provisions of these Terms of Use are declared ineffective, invalid or impermissible by a court) to ensure compliance with the mandatory legal requirements.

If Deftpower has not offered you a possibility to reject the planned changes to these Terms of Use, such changes will not enter into force towards you without your consent.

## **12. Sale and Purchase of Charging Key/Card**

(1) Deftpower may offer the ordering of charging keys through the Service. The price for the charging key/card, the payment formalities and estimates as to the delivery will be shown to you during the order process.

(2) The order is an offer to Deftpower to purchase the charging keys or cards. Any confirmation of the order by Deftpower is merely an acknowledgement and does not constitute acceptance. Acceptance of the order, and the formation of the contract for the sale and purchase of the ordered charging keys shall be deemed to take place when Deftpower ships the ordered charging keys and informs the customer accordingly.

## **13. Data Protection**

(1) Deftpower or commissioned service providers collect, process and use data pertaining to you for the implementation of the contractual relationship pursuant to the provisions of the General Data Protection Regulation (2016/679) and other applicable national data protection legislation.

(2) The unique identification number that is used to identify you, personal details and transactional details may be transferred to the operator of the charging station for the purpose of activating the charging stations, solving potential issues regarding the charging service and invoicing. Personal details, contact details and transactional details may also be transferred to the partners of Deftpower for the purpose of invoicing and customer service.

(3) More information on Deftpower's processing of personal data can be found in Deftpower's **Privacy Policy**.

(4) Deftpower may use non-personal data collected in the provision of the Service in order to (i) improve the Service and its other products and services, and (ii) share statistical information with its cooperation partners.

## **14. Governing Law and Jurisdiction**

(1) These Terms of Use are governed by the law of The Kingdom of The Netherlands.

(2) If you are a businessperson and if the eventual dispute with Deftpower is attributable to the conducting of your trade or any business activity, Deftpower can sue you and can be sued by you only before the courts of Amsterdam, The Netherlands. If you are a consumer, this limitation does not apply to you.

(4) You have the following additional out-of-court options: At <http://ec.europa.eu/consumers/odr/>, the European Commission has set up a European Online Dispute Settlement Platform (OS Platform). Consumers can use the OS Platform for the out-of-court settlement of a dispute resulting from online contracts entered into with an enterprise registered in the EU.

## **15. Severability Clause**

These Terms of Use neither exclude nor limit any of your mandatory rights in the country of residence that cannot by law be waived. If a provision of these Terms of Use is found to be invalid, the remaining provisions will not be



affected and the invalid provision will be replaced with a valid provision that comes closest to the result and purpose of these Terms of Use. If certain parts of these Terms of Use are not relevant for your use of the Service, it shall not impact the validity or enforceability of any other provision of the Terms of Use or the Terms of Use as a whole. The provisions of the Terms of Use that are intended to survive termination of your registration remain valid after such termination.