Billing and eMSP Terms (2026-1, archived)

Archived, superseded on 30 October 2026 for new accounts and on 30 November 2026 for existing accounts

This is a previous version of this document, superseded on 30 October 2026 for new accounts and on 30 November 2026 for existing accounts. View the current version.

Version 2026-1. Replaced by the current Billing and eMSP Terms on 30 October 2026 for new accounts and on 30 November 2026 for existing accounts. Preserved verbatim.

Version 2026-1, effective 9 July 2026

Issued by Volt Time B.V., trading as Plugchoice, registered with the Dutch Chamber of Commerce under number 77488873, VAT NL861023390B01, registered office at De Entree 99, 1101 HE Amsterdam, the Netherlands. Contact: support@plugchoice.com. Security matters: security@plugchoice.com. Referred to as "Plugchoice", "we", "us".

1. General and applicability

1.1. These Billing & eMSP Terms apply to the billing, payment, public charging, roaming and charge card services offered by Plugchoice (together the "Billing Services") and form a Schedule to, and an integral part of, the Plugchoice General Terms.

1.2. In case of conflict, these Billing & eMSP Terms prevail over the General Terms for the subject matter they govern. Definitions in the General Terms apply unless defined otherwise below. Applicability of any general or purchase terms of the Customer is expressly rejected.

1.3. A feature within the Billing Services exists for a Customer only from the moment we have enabled it for that Customer's account and the Customer has activated it, in accordance with clause 3.3 of the General Terms.

1.4. The driver-facing terms for ad hoc payments are the Plugchoice Ad Hoc Charging Terms, shown to the End User before payment. These Billing & eMSP Terms govern the relationship with the Customer.

2. Definitions

2.1. **Charging Session**: the process of charging an Electric Vehicle at a Charger from the moment the vehicle is connected until it is disconnected.

2.2. **End User**: a natural or legal person purchasing electricity for direct use in an Electric Vehicle.

2.3. **Charge Card**: any physical or digital object (including a charge tag, token, card or in-app credential) issued or activated by or via Plugchoice that can be used to start a Charging Session and identify the holder.

2.4. **eMSP Services**: the services offered by Plugchoice in connection with the use of a Charge Card for charging at Chargers connected directly or through roaming.

2.5. **CPO Billing Services**: the services offered by Plugchoice in connection with monetizing Charging Sessions at the Customer's Chargers, including public charging, roaming and card-based charging.

2.6. **Scan to Pay**: the feature that enables End Users to pay at the Customer's Charger on an ad hoc basis via a QR code leading to a secure payment page.

2.7. **Public Charge Point**: a Charger that is open to the general public or to a group of users beyond the Customer's own household or organization.

2.8. **Roaming Partner**: a third-party e-mobility service provider or roaming platform connected directly or via OCPI or a roaming hub.

2.9. **Session Compensation**: the amount payable by us to the Customer for legitimate Charging Sessions under clause 7.

2.10. **Self-billing Invoice**: a credit invoice issued by us in the name and on behalf of the Customer for Session Compensation.

3. Concluding, credit assessment and commencement

3.1. Proposals and quotations issued by us are non-binding and may be withdrawn at any point before an agreement is concluded. Verbal statements by our employees do not bind us.

3.2. We may perform (automated) solvency checks and credit assessments for Customers who make use of Billing Services on a credit basis. If the outcome gives cause, we may refrain from entering into or terminate the relevant services, or impose additional conditions such as advance payment or security.

3.3. Commencement of each Billing Service may vary per service, per Charger and per Charge Card, and is contingent on completion of registration, activation, configuration and payment-provider onboarding.

4. The money flows

4.1. **Scan to Pay (direct settlement).** Driver payments for Scan to Pay sessions are processed by our payment provider directly to the connected account of the Charger Owner or its operator, who is the seller of the charging service. We facilitate the payment and never receive or hold these funds. Non-payment, fraud and chargeback risk on Scan to Pay transactions does not transfer to us; chargebacks and reversals are borne by the Charger Owner or operator and may be settled by the payment provider against its connected account.

4.2. **Public, roaming and card-based charging (purchase and resale).** For Charging Sessions started with a Charge Card, via a Roaming Partner, or otherwise through our eMSP or roaming infrastructure, we purchase the electricity related to the Charging Session from the Customer in order to resell it to the End User or the Roaming Partner. Electricity is transmitted directly from the Customer's Charger to the Electric Vehicle. Where we resell, we are entitled to determine the resale price, for example by adding a roaming or transaction fee. Our payment obligation to the Customer is the Session Compensation under clause 7, regardless of whether, when and to what extent the End User or Roaming Partner pays us.

4.3. We do not hold customer funds outside the payment provider's systems and do not offer a stored-value (wallet) service.

4.4. Payout, billing and card functionality is available only in countries supported by our payment provider and, for roaming, only where roaming coverage exists.

5. Charge rates, location data and Public Charge Points

5.1. **Charge rates.** The Customer sets the rates for Charging Sessions at its Chargers and must set reasonable prices in accordance with applicable laws. For Chargers that are not open to the public, applying a start tariff and/or a price per minute is considered unreasonable unless a compelling justification exists. We reserve the right (i) to cap the rates the Customer can set, and/or (ii) to set and

publish a reasonable tariff for use of the Customer's Charger by End Users or Roaming Partners, with any difference from the Customer's set tariff accruing to us.

5.2. **Location information.** The Customer warrants that the location information of its Chargers is accurate, complete and up to date.

5.3. **Public Charge Points.** The Customer acknowledges that Chargers open to the general public are Public Charge Points and that the Customer is the operator of those Public Charge Points under applicable laws (including charging-infrastructure, price-transparency and consumer rules) and assumes the responsibilities thereof, including that the Customer: (a) activates the "public" mode in the Platform for its Public Charge Points; (b) warrants that it may lawfully exploit the Charger publicly, sets lawful and transparent tariffs and displays the applicable tariff clearly and recognizably at or on the Charger where required; (c) consents, by activating public mode, to sharing of necessary Charger data with third parties (including map and roaming services) so End Users can locate and use the Charger; (d) consents, by activating public mode, to automatic activation of Scan to Pay for that Charger and accepts the applicable transaction costs of its use; (e) provides correct and complete information regarding its Chargers as required by us and applicable law, without delay.

5.4. Tariffs charged to End Users follow the tariffs configured by the Charger Owner or its operator, who bears the consequences of errors in that configuration; corrections are made prospectively.

6. Legitimate and illegitimate Charging Sessions

6.1. A **legitimate Charging Session** is the sale or provision of electricity at a Charger registered in the Platform by or on behalf of the Customer, delivered to an End User (directly or indirectly) using the Billing Services for charging an Electric Vehicle. We have an obligation to pay Session Compensation only for legitimate Charging Sessions.

6.2. A Charging Session is **not legitimate** in the event: (a) of non-compliance with clause 5.1 (charge rates), 5.2 (location information) or the restricted-use rule that the Platform is used only for managing and operating Chargers based on ownership or a right of use; (b) the delivered electricity is below 0.2 kWh (this minimum does not apply to sessions paid via Scan to Pay); (c) the delivered electricity is above 350 kWh; (d) the Charging Session has been identified by us as incorrect, illegal or immoral for legitimate reasons; or (e) the End User has carried out a fraudulent or otherwise unauthorized transaction regarding the session.

6.3. If a Charging Session is not legitimate: (i) the Customer must repay any Session Compensation already paid for it, upon our first written request; (ii) in the cases of 6.2(a) and 6.2(d) the Customer owes us a penalty of EUR 500 per illegitimate Charging Session, without prejudice to our statutory rights; and (iii) we may take all measures we deem necessary, including suspension under clause 10.

7. Session Compensation

7.1. **Amount.** The total Session Compensation for legitimate Charging Sessions is determined by us based on the usage of the Customer's Chargers and the applicable rates set in accordance with clause 5, minus our fees (including roaming and transaction fees), plus VAT where applicable. All amounts are calculated on charger-reported session data; clause 7 of the General Terms (data accuracy) applies in full.

7.2. **Currency.** Session Compensation is paid in the agreed currency or, absent agreement, the currency of the country where the Charger is located, provided we actively provide services there.

7.3. **Self-billing.** Invoicing of Session Compensation takes place via Self-billing Invoices generated in the Platform after each calendar month and made available in the Customer's account. The invoiced amount is paid out with a payment term of up to forty-five (45) calendar days.

7.4. **VAT and information.** Self-billing Invoices are based on information provided by the Customer. The Customer warrants that all information supplied, including VAT status and details, is accurate, complete and up to date, and is solely responsible for liabilities, penalties, interest or costs resulting from incorrect, inaccurate or incomplete information. The Customer indemnifies us against all claims, damages, penalties, losses and expenses arising from such information.

7.5. **KYC, AML and sanctions.** Payout recipients must complete our payment provider's onboarding, provide requested information, and pass sanctions and compliance screening. Payouts may be suspended pending checks and are made only to payment details provided and confirmed by the recipient; consequences of incorrect or outdated details are for the recipient's account.

7.6. **Payout suspension.** We may delay or suspend payment of Session Compensation if in our judgement this is necessary to protect the Platform, our customers, third parties or our reputation, if there is suspicion that a Charging Session is not legitimate, or if the Customer is violating the agreement, including where there are indications that electricity was not delivered for charging an Electric Vehicle or that location data is incorrect or outdated.

7.7. **Delayed data transmission.** If Charging Session data is not promptly transmitted from the Charger to us, the Session Compensation may be included in a later payout. If session data reaches us with a delay of more than two (2) months for reasons not within our control, we have the right not to pay Session Compensation for that session.

8. Charge Card and eMSP Services

8.1. **Request and provision.** A Customer can request Charge Cards from the available options. We charge fees for eMSP Services based on the applicable rates at that time.

8.2. **Costs.** eMSP costs may consist of: (a) a one-off card fee; (b) subscription costs; (c) the rates charged for the Charging Session, generally the fee of the operator of the visited charge point; (d) a transaction fee per Charging Session; and (e) a manual payment fee, each if applicable.

8.3. **Activation.** The Customer must register an account in the Platform and activate the Charge Card before use.

8.4. **Lost or stolen.** If a Charge Card is damaged, lost or stolen, the Customer must immediately block it in its account and report it to us. Until the card is blocked, the Customer is responsible for all costs of misuse and for all transactions made with the card. Replacement cards are charged.

8.5. **Attribution.** Clause 4.4 of the General Terms applies: sessions started with the Customer's cards, tags or credentials are attributed to the Customer until reported lost or blocked.

8.6. **Responsibilities.** When using eMSP Services, the Customer charges the Electric Vehicle in a timely and proper manner in accordance with the requirements applicable to the vehicle and the charge point.

8.7. **Roaming costs.** Charging at third-party charge points is invoiced at the rates of the relevant operator or Roaming Partner, which may reach us late; we may invoice such sessions at a later date, without prejudice to applicable limitation periods.

9. Fees, payment and invoicing (amounts owed to us)

9.1. **Payment obligation.** The Customer pays us, without offset or deduction, the fees for the Billing Services and other amounts due, as specified in the agreement, on invoices, or as otherwise communicated by us.

9.2. **Non-automated payment.** If the Customer does not opt for direct debit, we may apply an administrative fee per invoice, disclosed before or during signup.

9.3. **Taxes.** Unless stated otherwise, amounts are exclusive of VAT and other taxes, duties and levies (except taxes on our net income), which are for the Customer's account. For Consumers, prices include VAT.

9.4. **Invoices and term.** Digital invoices are made available in the Customer's account and are generally sent monthly, provided that eMSP charging costs may be invoiced more frequently, including daily. The payment term is fourteen (14) calendar days from the invoice date unless the invoice states otherwise.

9.5. **Late payment.** In case of late payment (including failed direct debits), we may, without prejudice to other rights: (i) charge interest at the statutory (commercial) rate from the due date until payment; (ii) charge all extrajudicial and judicial collection costs; (iii) suspend the Billing Services, deactivate Charge Cards and withhold payouts; (iv) demand advance payment or security; and (v) terminate the affected services if non-payment continues.

9.6. **Right to offset.** We may offset any amounts payable by the Customer to us against any amounts we owe the Customer, including Session Compensation. Disputed or reclaimed amounts (including chargebacks and reversals) may be set off against future payouts.

9.7. **Changes to fees.** We may change fees, rates and tariffs of the Billing Services, giving at least thirty (30) calendar days notice before changes take effect. Where mandatory law entitles the Customer to do so, the Customer may terminate the affected services before the change takes effect.

9.8. **Invoice complaints.** Complaints about invoices and about invoiced Charging Sessions (amounts, kWh, dates) must be sent to support@plugchoice.com in writing within twenty-one (21) calendar days from the invoice date. Absent timely notice, the invoice is deemed accepted. Discrepancies not exceeding EUR 5 (rounding differences) are not compensated. If a business Customer wrongly complains about invoices more than three (3) times in a calendar year, we may charge administrative costs of EUR 50 excluding VAT per calendar year.

10. Suspension

10.1. In addition to clause 15 of the General Terms, we may suspend the Billing Services, remove Chargers from public or roaming availability, deactivate Charge Cards, and withhold or delay payouts, with reasons provided, in case of (i) (suspected) violation of the agreement, (ii) suspected fraud, (iii) violation of applicable law while using the services, or (iv) use that disrupts or potentially damages the Platform or is harmful to our reputation or third parties.

10.2. Suspension does not affect the Customer's obligation to pay fees due.

11. Liability specifics

11.1. Clause 12 of the General Terms (liability caps and exclusions) applies in full to the Billing Services.

11.2. In addition, we are not liable for: (a) damage resulting from the charge rate set by the Customer or a third party, including where the set rate is lower than the Customer's electricity costs or leads to negative

margins; (b) acts or omissions of End Users and Roaming Partners; (c) non-payment by End Users or Roaming Partners in the Scan to Pay flow (clause 4.1); and (d) damage resulting from interruptions, defects or faults in third-party infrastructure or in the supply of electricity for Charging Sessions.

12. Term, termination and consumers

12.1. eMSP Services run for an indefinite period and may be terminated by either party with thirty (30) calendar days written notice toward the end of a calendar month.

12.2. CPO Billing Services follow the term of the underlying Module or agreement; absent a term, they are monthly terminable by either party.

12.3. **Consumers.** Consumers enjoy the mandatory protections of the law of their country of residence; nothing in these terms diminishes them. Consumers have the right to withdraw within fourteen (14) calendar days after receipt of a Charge Card, the start of a subscription, or conclusion of the agreement, by request to support@plugchoice.com; if services were already used, a proportionate part is owed and charging costs incurred are invoiced normally. In accordance with EU Directive 2013/11, consumers can submit complaints to support@plugchoice.com and may use the European Commission's ODR platform.

12.4. Upon termination, accrued Session Compensation for legitimate sessions is paid out per clause 7 and outstanding amounts owed to us become immediately due; clause 9.6 (offset) applies.

13. Final provisions

13.1. These Billing & eMSP Terms are drawn up in English; translations are for convenience. The English version prevails except where mandatory consumer law requires otherwise.

13.2. We may amend these terms in accordance with clause 14 of the General Terms.

13.3. Dutch law applies. Disputes are submitted exclusively to the competent court of The Hague, except where mandatory law designates another forum (in particular for Consumers).