Billing and eMSP Terms

Effective 30 November 2026 | Updated 30 October 2026

Version 2026-2, published 2026-10-30. It applies to accounts created from 2026-10-30 and to existing accounts from 2026-11-30.

Issued by Volt Time B.V. (KvK 77488873), also trading as Plugchoice. The Definitions, version 2026-2, at plugchoice.com/legal/definitions, form part of these terms.

1. General

1.1. These terms govern our billing, payment, public charging, roaming and Charge Card services (the "Billing Services"). They are a Schedule to our General Terms (the "GT").

2. Definitions

2.1. **Card**: a Charge Card we issue or activate.

2.2. **eMSP Services**: our services for charging with a Card.

2.3. **Scan to Pay**: ad hoc payment at the Customer's Charger through a QR code and payment page.

2.4. **Roaming Partner**: a third-party e-mobility service provider or roaming platform.

2.5. **Session Compensation**: what we owe the Customer for legitimate Charging Sessions under clause 7.

3. Start

3.1. Each Billing Service starts per Charger and Card once it is set up and we have completed the checks we ask for, such as under clause 7.5.

4. The money flows

4.1. **Scan to Pay.** For a Scan to Pay session we buy the electricity from the Customer and resell it to the Driver in our own name, at the price shown on the payment screen; the Driver pays us and receives our invoice. The Driver's payment is our own consideration, not money we receive for the Customer.

4.2. **Public, roaming and card-based charging.** For Charging Sessions with a Card, through a Roaming Partner or otherwise through our eMSP or roaming infrastructure, we buy the electricity from the Customer and resell it to the Driver or Roaming Partner at our price. For sessions under 4.1 and this clause, we owe the Customer the Session Compensation under clause 7 as the price of what it sold us, only for the amount we received for the session from the Driver, Card holder or Roaming Partner and once we received it. If that payment is later reversed or charged back, we may deduct the Session Compensation concerned from later payouts or claim it back. We need not collect an unpaid amount.

4.3. We offer no stored-value (wallet) service; an amount shown in the Platform only records amounts owed under clauses 7 and 9.

5. Rates, location data and public charging

5.1. **Charge rates.** The Customer sets reasonable, lawful rates at its Chargers; at Chargers not open to the public, a start tariff or price per minute is unreasonable without compelling justification. We may cap the

Customer's rates, and set and publish a reasonable tariff for Drivers or Roaming Partners at its Charger, keeping any difference.

5.2. **Location.** The Customer warrants accurate, complete and current location information for its Chargers.

5.3. **Public charging.** The Customer is the operator under applicable law of its Chargers open to the general public. For those, it: (a) activates "public" mode in the Platform; (b) warrants that it may operate them publicly and does so as the law requires; (c) by activating public mode, consents to sharing the necessary Charger data with third parties, such as map and roaming services, and to Scan to Pay with its transaction costs; (d) gives us at once the Charger information we or the law require; and (e) shows at those Chargers the Driver price the Platform shows it, also a tariff we set under clause 5.1.

5.4. Driver tariffs follow the configuration of the Charger Owner or its operator, which bears configuration errors; corrections apply prospectively.

6. Legitimate Charging Sessions

6.1. We pay Session Compensation only for a **legitimate Charging Session**: electricity sold or provided through the Billing Services to a Driver to charge an electric vehicle at a Charger registered in the Platform by or for the Customer.

6.2. A Charging Session is **not legitimate** if: (a) the Customer breaches clause 5.1 or 5.2, or uses the Platform for a Charger it neither owns nor has a right to use; (b) it delivers less than the minimum energy per session in the Price Rules, unless paid with Scan to Pay; (c) it delivers more than the maximum energy per session in the Price Rules; (d) we have identified it, for legitimate reasons, as incorrect, illegal or immoral; or (e) the Driver's transaction for it was fraudulent or otherwise unauthorized.

6.3. For a Charging Session that is not legitimate, the Customer repays the Session Compensation for it on our first request and, in the case of 6.2(a), or of 6.2(d) for an illegal or immoral session, owes us a penalty of EUR 50 per session, besides damages (notwithstanding article 6:92(2) of the Dutch Civil Code); we may also take any measure we deem necessary.

7. Session Compensation

7.1. **Amount.** We calculate Session Compensation from the Charger's session data and the rates under clause 5, minus our fees, also for roaming and transactions, plus any VAT.

7.2. **Currency.** We calculate and pay Session Compensation in euros, to a euro account, unless we agree another currency In Writing. Where a rate, payment or roaming amount is in another currency, we convert it at our payment provider's rate on the day we receive it; conversion costs and exchange differences are for the Customer.

7.3. **Self-billing.** After each calendar month, we issue a credit invoice for Session Compensation in the Customer's name and on its behalf (a "Self-billing Invoice") in its account, and pay it within 45 days after the end of that month. We may carry an amount below EUR 30 over to a later payout. The Customer accepts each Self-billing Invoice unless it objects In Writing within 14 days of its date, and does not invoice those sessions itself. If the Customer ends self-billing In Writing, we pay no Session Compensation until we agree otherwise.

7.4. **VAT and information.** The Customer warrants that its data for Self-billing Invoices, including its VAT status, is correct and current, and indemnifies us against all consequences of incorrect data.

7.5. **KYC, AML and sanctions.** We may ask a payout recipient for proof of identity, ownership, bank account and tax details, check them, also against sanctions lists, and hold payouts until we have them. We pay only to an account in the recipient's name that it confirmed, at its risk, and never where sanctions law prohibits it.

7.6. **Late data.** We may pay Session Compensation for late session data in a later payout, and need not pay it where the data arrives more than 2 months late, unless the Customer shows that we caused the delay.

7.7. **Holds.** We may hold a payout where a third party has attached it, the recipient is in insolvency proceedings or its entitlement is disputed, until it is clear to whom we must pay; paying that person discharges us.

8. Cards and eMSP Services

8.1. **Costs.** eMSP costs are as in our prices and the Price Rules, plus the rate of the operator of the visited charge point for each Charging Session.

8.2. **Lost or stolen.** The Customer blocks a damaged, lost or stolen Card in its account at once; until then it bears all misuse and transactions made with it.

8.3. **Roaming costs.** Charging at third-party charge points is invoiced at the rates of its operator or Roaming Partner, also where these reach us late.

8.4. **Cards for staff and others.** A Business Customer that issues Cards decides in the Platform at which Chargers they work, and accepts as the price the rate set for the Charger visited (clause 8.1), also at a Charger of its own staff; it checks those rates and the energy invoiced in the Platform, and we owe no such check. Amounts invoiced on session data as received are due; a correction applies from then on (General Terms Schedule B.3), except for an error the Customer reports under clause 9.7. Its reimbursement and its tax treatment are its own decision and responsibility; amounts in the Platform are no tax advice. It indemnifies us against assessments, penalties and claims arising from its reimbursement scheme.

9. Fees and payment to us

9.1. **Payment.** The Customer pays without set-off or deduction, also where we are late in paying it.

9.2. **Taxes.** Taxes and levies other than VAT (GT 3.4), except on our net income, are for the Customer.

9.3. **Invoices.** We invoice in the Customer's account, generally monthly, and eMSP charging costs as often as daily. Payment is due within 14 days of the invoice date unless the invoice states otherwise.

9.4. **Late payment.** If the Customer pays late, we may charge statutory interest (commercial interest towards a Business Customer) from the due date and all extrajudicial and judicial collection costs, towards a Consumer only as the law allows.

9.5. **Set-off.** We may set off any amount the Customer owes us, including disputed or reclaimed amounts such as chargebacks and reversals, against any amount we owe it, including Session Compensation and future payouts.

9.6. **Fee changes.** We may change fees, rates and tariffs of the Billing Services with at least 15 days' notice, or 30 days to a Consumer, who may then end that service free of charge before the change takes effect. For these fees, this clause replaces GT 14.2 and 14.3.

9.7. **Invoice complaints.** Complaints about invoices or invoiced Charging Sessions go In Writing to support@plugchoice.com within 14 days of the invoice date; otherwise the invoice is accepted. Differences of EUR 5 or less are not compensated. From the fourth unfounded invoice complaint in a calendar year, a Business Customer pays a reasonable administrative fee for each.

10. Suspension

10.1. On the grounds in GT 15.1, on suspicion of a breach or of a Charging Session that is not legitimate, or to protect the Platform, our customers, third parties or our reputation, we may suspend the Billing Services, remove Chargers from public or roaming availability, deactivate Cards and withhold or delay Session Compensation.

11. Liability

11.1. In addition to GT 12, we are not liable for: (a) rates set by the Customer or a third party; (b) acts or omissions of Drivers and Roaming Partners; (c) non-payment with Scan to Pay (clause 4.1); and (d) failures of third-party infrastructure or the electricity supply.

12. Term, termination and Consumers

12.1. Either party may terminate eMSP Services with 30 days' notice In Writing to the end of a calendar month, and a Consumer at any time with 1 month's notice.

12.2. Other Billing Services follow the term of the underlying Module or agreement; absent a term, either party may terminate them monthly.

12.3. **Consumers.** Towards a Consumer, the penalty in clause 6.3 and clause 9.5 do not apply, clause 9.1 does not exclude set-off, and a late complaint under clause 9.7 does not mean that the invoice is accepted. A Consumer may withdraw within 14 days after concluding the agreement or, if we send a Card with it, after receiving the Card, by email to support@plugchoice.com. If the Consumer asked us to start within that period, it pays a proportionate amount for what we provided until it withdrew, including charging costs.

12.4. On termination, we pay accrued Session Compensation, and amounts owed to us become due at once.