General Terms and Conditions

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1. Definitions

The Definitions, version 2026-2, form part of these General Terms; capitalized terms have their meaning there and keep the clause numbers below.

1.1. **Platform**.

1.2. **Customer** ("you").

1.3. **Consumer**.

1.4. **Module**.

1.5. **Active Module**.

1.6. **Charger**.

1.7. **Charger Owner**.

1.8. **Partner**.

1.9. **Third-Party Service**.

1.10. **Agreement** (made up of the documents in clause 2.3).

1.11. **Meter Vendor** and **Meter Device**.

1.12. **Meter Data Source**.

1.13. **Platform Data**.

1.14. **Customer Data**.

1.15. **Derived Data**.

1.16. **Account Holder**.

1.17. **OCPP Proxy**.

1.18. **Authorized Customer**: for a Charger, its Account Holder or a Customer to which the Account Holder gave, in the Platform, a role that the Platform shows as allowing the action concerned for that Charger.

1.19. **Operator Connection**.

1.20. **Energy Credit Scheme** (or "Scheme").

1.21. **Scheme Party**.

1.22. **Device**.

1.23. **Service.**

1.24. **Integration.**

1.25. **Connectivity.**

1.26. **Country Schedule.**

2. Applicability and hierarchy

2.1. These General Terms apply to every Service, every use of the Platform and every related offer, order and agreement. We reject the Customer's own terms.

2.2. The Customer accepts these General Terms when it creates an account. A new version binds it under clause 14.2.

2.3. The Agreement consists of, in descending order of precedence: (a) a signed individual agreement, with its annexes; (b) the Data Processing Agreement, for the processing it covers; (c) for their subject, the API and Developer Terms, the Billing and eMSP Terms, Schedules A to F and, for Consumers, the Consumer Terms; (d) these General Terms; (e) our prices and the Price Rules (clause 3.4), for amounts only. Within (c), the Consumer Terms prevail for Consumers, the API and Developer Terms over Schedule D, and the Billing and eMSP Terms over Schedule B. A Country Schedule prevails for its country over (c) to (e), other than over the Consumer Terms. Discounts, revenue shares, volumes, periods and other commercial terms beyond our published prices bind us only as a signed individual agreement, a quotation or an Order Confirmation states them; a quotation or Order Confirmation prevails over these General Terms only where it expressly departs from them.

2.4. Our sale of Volt Time chargers is governed only by our Terms of Sale, and purchases in the Plugchoice shop by the Shop Terms.

2.5. A person who uses the Platform for a company binds that company and guarantees their authority.

2.6. **Policies.** Our Privacy Policy, Cookie Policy and other policies inform the Customer about how we process data; they are not part of the Agreement, and we update them as their own text describes. Where a document of the Agreement adopts part of a policy, such as the retention periods in the Data Processing Agreement, a change to that part that reduces a Business Customer's rights binds it only under clause 14.2.

2.7. **Versions.** Every version we published stays available at a fixed address under plugchoice.com/legal/archive. A signed individual agreement refers to the version we published last before the day it is signed, or a version it names, together with the amendment procedure of clause 14.2, unless it states otherwise.

2.8. **New Services, Devices and countries.** These General Terms apply to every Device and Service, also those we add later and in new countries, unless we publish separate terms for them. A clause on Chargers applies to another Device as far as it fits. An Integration works only as far as the maker of the Device or Third-Party Service allows and keeps it working (clause 7.5).

2.9. **Business status.** A Customer that registers as a business, gives a company name, a registration or VAT number, or buys at prices excluding VAT, declares that it acts for its trade, business, craft or profession, and tells us In Writing if it does not; until then we may treat it as a Business Customer.

3. The Platform, the free tier and Modules

3.1. **Free tier.** We may offer parts of the Platform free of charge (the "free tier"), on the conditions we set (clause 3.11).

3.2. Rights and service levels for a Module exist only for an Active Module, for the unit it was bought for and for the paid period.

3.3. A feature, Module or service exists for a Customer only once we have enabled it for its account and the Customer has activated it. Beta and pilot features, and other features before general availability, may change or end at any time and carry no service commitments.

3.4. Fees are as the Platform shows them when the Customer orders or activates a Service, as stated in a quotation or signed individual agreement, or otherwise those in our prices at plugchoice.com/pricing and the Price Rules at plugchoice.com/legal/prices at order, activation or renewal. Those pages set amounts and how they are counted, nothing else; the Price Rules prevail over the prices. Prices for Consumers include VAT; Business Customers pay VAT on top, unless a quotation or signed individual agreement states otherwise.

3.5. The Modules are those in Schedules A to D (Schedule B under the Billing and eMSP Terms). Schedules E and F are not Modules.

3.6. **Interruption.** We may temporarily interrupt or limit the Platform, including charging power, for safety, maintenance, updates, faults, power management under an Active Module or an instruction that a grid operator or authority gives under the law or under the Account Holder's grid connection agreement.

3.7. **Subcontractors.** We may engage subcontractors.

3.8. **Proposals and credit assessment.** Quotations bind us only once an agreement is concluded; towards a Business Customer, statements by our staff never do. For services on credit we may check solvency and refuse to contract, terminate or require prepayment or security.

3.9. **Businesses on the Platform.** Lists of businesses users choose from in the Platform, such as Partners, Scheme Parties or operators, follow the user's filters and an order we set; a business may be shown first because it pays us, and is then marked as advertising. Offers we show in the Platform (clause 10.5) are chosen and timed by the user's data we may use, such as its account, Chargers, location and settings, and by what the offering business pays us; our own offers may come first. A business offering its services through the Platform can access only the data clauses 5.6, 8.8, 10.2 and 15.5 and Schedule E give it, and no aggregated data of other users; our own services may use Platform Data as clauses 5.6(g) and 10.3 allow.

3.10. **Unregistered Chargers.** We may keep, refuse or end the connection of a Charger not registered in an account.

3.11. **Changing or ending the free tier.** We may at any time: (a) change the free tier; (b) charge for it, including for keeping a Charger connected; (c) make it conditional on something other than money, such as receiving offers or advertising or using another service; or (d) end it, in whole, per feature or per Charger. Towards a Business Customer we need no reason and give notice under clause 14.2, not clause 14.1; for Consumers, Consumer Terms clause 3.4 applies. A fee or condition under (b) or (c) applies once the Customer accepts it; otherwise we may stop accepting its Chargers from the effective date, a Charger with an Active Module only when that Module ends.

3.12. **Leaving the Platform.** The Account Holder decides whether a Charger stays connected (clause 8.6). To connect a Charger to another backend, it asks us through support, giving the new address; we then

change the Charger's server address, or let the Account Holder do so in the Platform, under clauses 8.11 and 15.5.

3.13. **Indirect connections.** A Charger connects to the Platform directly when it reaches an address of ours or an OCPP Endpoint under Schedule C.6. A Charger's support for a proxy or gateway gives no right to use one with the Platform. For a Charger that reaches us otherwise, such as through a backend, proxy or gateway of the Customer or another party, we owe no service levels (clause 11.2), support or functions unless a signed individual agreement covers that connection, and we are not liable for damage caused by that party or that connection. We may refuse, limit or end such a connection where it affects the security, performance or costs of the Platform, after notice to the Account Holder or, where security requires it, at once. This does not limit connecting a Charger to another backend instead of the Platform (clause 3.12) or any right under the EU Data Act.

3.14. **Without the Platform.** If a Charger's connection, a Module, a subscription or the free tier ends or is suspended, the Charger may stop charging, refuse Charge Cards or charge without the limits our functions set, such as limits on charging power; we are not liable for damage from that. The Account Holder, with its installer, ensures the installation is safe without our functions, with a safe fallback such as a fixed current limit (clause 6.2(d)). Notice we owe goes to the Account Holder only, which passes it on where it manages a Charger for others; none is owed for a Charger not registered in an account.

3.15. **Volt Time chargers.** These General Terms do not limit what we promised for a Volt Time charger in our Terms of Sale; clauses 3.11, 7.5 and 14.1 apply to it only as far as that promise allows. Schedule F governs connectivity through a Plugchoice SIM.

3.16. **Payment.** A Business Customer pays each invoice within 14 days of its date, in full and without set-off, deduction or suspension, also if it disputes the invoice or has a claim against us. A complaint about an invoice reaches us In Writing within 14 days of its date; otherwise the invoice is accepted. Late payment bears statutory commercial interest and all collection costs, and clause 15.1 applies. Refunds and credits we owe a Business Customer are due 60 days after its written request, and we may set them off. For a purchase through the App Store or Google Play, Apple's or Google's payment and refund rules apply, and we refund nothing they collected. A Business Customer does not reverse, charge back or dispute with its bank, card issuer or payment provider a payment to us, other than for fraud or a payment it did not authorize. A reversed payment counts as not made, our payment provider's fees for the reversal are also due, and we may require future payments in advance by bank transfer or under a SEPA Business-to-Business mandate.

3.17. **Codes.** A code, coupon or key we issue for the Platform, such as for a Module, license, discount or credit, expires 1 year after issue or on an earlier date stated with it.

3.18. **Free programmes.** The free tier, the Partner Program and any referral, loyalty, trial, beta or other programme we offer free of charge give no right to their continuation. We may add conditions, change them or end them, in whole, per country or per Customer, with notice under clause 14.2 or, for ending them towards one Customer, under clause C.1 or 18.6. A benefit not yet obtained lapses when a programme ends. For Consumers, Consumer Terms clauses 3.4 and 3.9 apply.

4. Account, access and acceptable use

4.1. The Customer keeps its account information accurate and its credentials confidential, and tells us immediately of suspected unauthorized use.

4.2. The Customer may not: (a) reverse engineer, decompile or derive the source code, protocols or proxy behaviour of the Platform, our apps, SDK or other software; (b) use the Platform or data from it,

other than data it entered itself or data of Chargers it owns or leases, to build, train or benchmark a competing product or service, or use any data from it, or let others do so, to derive insights about our economic situation, assets or production methods, such as how the Platform steers Chargers (article 4(10) EU Data Act); (c) resell, sublicense or give third parties access to the Platform or our software, except as an Active Module permits; (d) scrape or extract our charger compatibility database, our websites, documentation or Platform Data other than its own, also with automated tools or AI agents; (e) circumvent technical protections, usage or fair use limits or fees of the Platform, also on a Charger; changing a Charger's backend under clause 3.12 is not circumvention.

4.3. We may set and enforce fair use limits, including API rate limits and limits on destructive or bulk commands, and throttle or block use that endangers the integrity, security or performance of the Platform, without notice where needed.

4.4. Actions started with the Customer's Charge Cards, API keys or credentials are attributed to it until it blocks them or reports them lost in the Platform, which it does promptly.

4.5. **Traffic.** We may shape, limit, delay or block data traffic to and from the Platform, Devices and Plugchoice SIMs, such as by throttling, by blocking connections through a VPN, proxy or anonymizing service, or traffic with unusual patterns, volumes, times or origins, to protect security or limit costs, without notice where needed. We are not liable for the effect on the Services.

4.6. **Hosting and notices.** support@plugchoice.com is our point of contact for authorities and users under Regulation (EU) 2022/2065, also for notices of illegal content.

5. Roles, Teams and the Charger Owner

5.1. Access to Chargers and locations runs through Teams and roles; the Customer is responsible for its own Team configuration, invitations and permissions.

5.2. The Account Holder determines a Charger's connection and configuration and is responsible for having the right to do so, including consent of the Charger Owner and others.

5.3. We may rely on whoever connects a Charger or claims ownership in the Platform and are not responsible for wrong ownership or role assignments by users.

5.4. For support and security we may access Customer accounts, Charger data and configurations and temporarily extend diagnostic access.

5.5. **Change of owner or occupant.**

(a) A Customer that registers a Charger it does not own, such as an installer, does so for the Charger Owner. A Business Customer that states in the Platform that it owns a Charger it does not own indemnifies us against claims of the Charger Owner. The Charger Owner, or an occupant entitled to use the Charger, may ask us to move it to its own account, showing its entitlement as we accept, such as with documents or a Charging Session at the Charger; against an Account Holder that is a business or lives at the same address, it must show ownership, that Account Holder's consent or, against a business only, its right to live at the dwelling where the Charger is. Where a Charger is at a dwelling, the person who lives there under a lease or other right of use is entitled to be its Account Holder for as long as that right lasts, also where another person owns the Charger. An occupant has no right under this clause 5.5(a) to a Charger that an employer or lease company provides for an employment or lease (clause 5.6(h)); when that ends, its owner may ask us to move it. An owner who does not live there may then get access to the Charger's operation only, and to personal data only with that occupant's consent; its request against a current occupant needs that occupant's consent, a court decision or proof that the occupant's right of

use has ended. The requester warrants its evidence and indemnifies us against claims from it; we may refuse where we doubt it.

(b) We inform the Account Holder, remind it without naming the requester and wait at least 7 days. If it agrees, we may move the Charger at once and, if it does not respond in that period, without its cooperation. If it refuses, or we hold the request for a check, we decide on the evidence. A Charger that has not connected for a period we set, we may move at once, informing the Account Holder.

(c) Charging data belong before the transfer date to the previous Account Holder and from it to the new one (for Schemes, Schedule E.5); the transfer date is when ownership or occupancy passed according to the evidence or, failing that, the date of the request. Until the Platform separates them, the new Account Holder can see the Charger's earlier Charging Sessions, and may use them only to manage the Charger. From the move, the previous Account Holder and those it gave access, including its Scheme Party, lose access to the Charger and its later data.

(d) A one-off license and a subscription stay with the Charger (Schedule A.2).

(e) We act on the evidence we receive and are not liable to the previous Account Holder for a move.

(f) Where a court order or similar measure protects a person against an Account Holder or someone with access, such as a restraining or contact order, we may end or limit that access, and need not inform the person it is ended for of the reason.

5.6. **Access levels.**

(a) Access to a Charger through a Team has one of three levels, as the Platform shows them: (i) **Basic**: the Charger's status, live values, configuration and operation through the Platform, except starting a Charging Session and what Sensitive and Full add, and its transactions and logs, with times for the last 14 days and after that only the month and year; Charge Card identifiers and labels are always masked, and an operator that refused a session is shown; (ii) **Sensitive**: Basic, plus starting a Charging Session; changing the Charger's Firmware; its history and charts; its Charge Cards and its proxy settings; (iii) **Full**: Sensitive, plus changing the server address, credentials, certificates or security profile in the Charger itself, moving and removing the Charger, its ownership and the apps connected to it. A location's energy profile is visible only to members of the Account Holder's own Team with Full access. Basic access also includes personal data.

(b) The Account Holder decides who has access and at which level. Whoever joins with the Charger's access code, and whoever a Customer that is not the Account Holder invites, gets Basic access unless the Account Holder gives more. The Account Holder's own invitation gives Sensitive access unless it chooses otherwise. The Account Holder's choices prevail over the access of any other Team, and every location has an Account Holder.

(c) When a Charger or location gets a new Account Holder, other than by a move under clause 5.5, every party with access to it keeps its access, at most Sensitive, for managing and servicing it, without an end date, unless the new Account Holder switches this off. When accepting a transfer, the new Account Holder sees for each party with Sensitive access a box to keep that access, ticked in advance, with an explanation. Leaving it ticked is its choice under the Agreement and, for a Business Customer, its instruction under the Data Processing Agreement. If it unticks the box, that party keeps Basic access. Where a transfer has no acceptance step, that access rests on our and that party's legitimate interest in keeping the Charger working and safe; we inform the Account Holder, which can object and end it at any time.

(d) We give a Customer access at any level to a Charger of which it is not the Account Holder on the condition that it uses its data only to install, manage, configure, service and support the Charger for its Account Holder, or as the Account Holder agreed with it, and never for its own marketing without the consent of the person concerned. That Customer is an independent controller of the data it accesses, keeps its Team current, removes a user at once when that user leaves it, and ends its own access in the Platform, or asks us to end it, once it no longer needs it. Where that Customer and we jointly determine a processing, it answers requests of the people concerned about its own use, we are their point of contact for the rest, and this clause sets our respective responsibilities (article 26 GDPR). A Business Customer indemnifies us against claims resulting from its breach of this clause.

(e) The Account Holder can see in the Platform who has access and end any access there at any time, other than ours under (g). We may log who had access and when, and each access to personal data and by whom, for security and to answer requests of the people concerned.

(f) A brand owner or manufacturer with which we agreed this may have Sensitive access by default to a location with a Charger that identifies itself to the Platform under its brand; for a Volt Time charger, we are the brand owner. We rely on what the Charger reports and do not verify who owns the brand. Such a party is shown among the members of the location; the Account Holder can set it to Basic or remove it, and (c) applies to it on a transfer.

(g) We have access to Chargers and their data as far as needed to provide the Services, for security and to meet legal obligations, and our staff use it only where needed. The Platform shows this as a box that cannot be switched off, with an explanation.

(h) **Chargers at a home.** A Business Customer that is Account Holder of, or has access to, a Charger at the home of its employee, lease driver or another natural person uses its Platform Data only for reimbursement, invoicing, managing and servicing that Charger, never to monitor that person's presence, behaviour or performance, and sessions with Charge Cards that are not its own only as monthly kWh totals unless the person concerned consents. It warrants that any required consent of its works council (such as under the Dutch Works Councils Act) was given, informs those persons under clause 10.7, and ends its access or transfers the Charger under clause 5.5 when the employment, lease or reimbursement ends. We may limit what the Platform shows it accordingly. It indemnifies us against claims resulting from its breach of this clause.

6. Smart charging, power management and steering

6.1. Smart charging functions act on data provided by or for the Customer, Chargers, Meter Data Sources and Third-Party Services, which we do not verify.

6.2. The Customer guarantees that: (a) the electrical installation, fusing and grid connection are adequate and compliant; (b) the limits, meter configuration and installation data in the Platform are correct; (c) a qualified installer installed and commissioned the Charger; (d) suitable fallback values are set for when a Charger is offline or meter readings are missing; (e) every circuit that supplies a Charger, and the grid connection, is protected against overload and short circuit by protective devices that work without the Platform and are rated for the conductors they protect. The Platform's functions, such as load balancing and fallback values, limit charging power; they are no protective device and are not relied on in place of one. A Business Customer that designs, installs or approves an installation that relies on them instead indemnifies us against resulting claims. Whoever enters a grid connection or main fuse value is responsible for it.

6.3. **For Business Customers:** power management, steering and configuration functions are at the Customer's own risk; we are not liable for damage to or caused by the installation, Chargers, vehicles or connected equipment arising from them, or for charges or fines of grid operators or energy suppliers.

6.4. [Intentionally left blank]

6.5. [Intentionally left blank]

6.6. Savings, costs or yields shown in the Platform are estimates.

6.7. Changes and commands through the Customer's account or by persons it gave access, and towards a Business Customer also by anyone with access to its Chargers through the Platform, such as through the Charger's access code, are attributed to the Account Holder as between it and us (clause 4.4); it settles with them. We owe no warning or verification beyond what the Platform provides.

6.8. **Meter Data Sources.**

(a) Functions that use readings of a location's grid connection or consumption work only while a supported Meter Data Source delivers them.

(b) A Meter Vendor may set conditions for access, such as an account, its terms or a link in its app; we may make them conditions for those functions.

(c) [Intentionally left blank]

(d) We retrieve readings from a Meter Data Source on the Customer's instruction (clause 10.2) and relay them as received; clauses 7.1 and 8.3 apply.

6.9. **Flexibility programmes.** We include a Charger in a flexibility programme for an energy market, energy supplier, grid operator or other buyer only under separate terms an Authorized Customer accepted for it in the Platform; Schedule A functions and measures under clause 3.6 are no such programme.

6.10. **Steering by more than one party.** Parties we do not manage, such as a manufacturer cloud, an energy management system, a vehicle or a Developer, may also steer a Charger; the Customer keeps all steering within the installation's limits. On conflicting steering we may pause or limit our own and are not liable for steering by others.

7. Data accuracy: charger data, user data and Platform information

7.1. Session data, energy volumes and meter values come from the Charger and its meter; we relay them as received and do not warrant their accuracy, completeness or fitness for billing, reimbursement, tax or certification.

7.2. We use data entered by or for the Customer as provided, without verifying it, and are not liable for its inaccuracies.

7.3. Information the Platform gives about Chargers, such as compatibility, supported features and meter certification (such as MID status), may contain errors. The Customer checks it against the Charger's own documentation and markings before relying on it for a financial or legal purpose, such as billing, certification or a Scheme. We are not liable for loss from such reliance.

7.4. The Charger Owner is responsible for whether a Charger's meter suits a given purpose, such as by MID certification.

7.5. **Status of Chargers and Integrations.** A status we give a charger model, Firmware or OCPP version, Meter Data Source or Integration, such as supported, limited, in test or ended, is not a promise; functions

with a limited or test status are used at the Customer's own risk. We may end support for any of them at any time, announcing it in advance where we reasonably can. For a Charger with a one-off license, ending support for its model or OCPP version is a change under clause 14.1; ending support for a Firmware version is not, where a supported version is available. We are not responsible for the end, change or phase-out of a network, technology, protocol, standard, certificate or third-party product, such as 2G or 3G, an OCPP version or a manufacturer's service, or for its effect on a Charger or Service.

8. OCPP Proxy and Third-Party Services

8.1. The OCPP Proxy lets a Charger connect to the Platform alongside Third-Party Services its Account Holder selects. Enabling such a connection instructs us to route the Charger's OCPP communication to them, subject to clause 8.8. We may filter, hold or refuse any message.

8.2. The Customer is responsible for its relationship with each Third-Party Service; we are not a party to it.

8.3. We are not liable for the acts, omissions, outages, blocking measures or access conditions of any Third-Party Service.

8.4. Failure or unavailability of a Third-Party Service the Platform depends on is force majeure under clauses 13.1 and 13.4.

8.5. **Connection security choice.** The Customer chooses encrypted (wss) or unencrypted (ws) OCPP, where the Charger supports it; we are not liable for interception, manipulation or disclosure of data on an unencrypted connection.

8.6. **Chargers registered on the Platform.** A Charger registered on the Platform stays connected as its Account Holder configured it, also through a whitelabel portal or app, a custom domain or a branded OCPP Endpoint (Schedule C.6). No Customer, including a Partner, and no Third-Party Service acting for it, may route such a Charger away from the Platform, place another backend in between, or block or limit our access to it or its Platform Data, unless a signed individual agreement with us expressly permits it for that Charger, or the Account Holder instructed it for that Charger in the Platform or in a request it signed itself that reached us beforehand, with the Charger Owner's written consent for that Charger where it does not own it; general terms, a cooperation or migration clause or a ticked box are no such permission, instruction or consent, and a power of attorney counts only where it names each Charger with its serial number. Otherwise we may suspend the Customer involved (clause 15.1) and refuse or end the connection of any other party involved. A Business Customer that breaches this clause, itself or through a Third-Party Service acting for it, owes us EUR 25 per Charger, without notice of default, besides damages (notwithstanding article 6:92(2) of the Dutch Civil Code) and outside clause 12, unless a signed individual agreement sets another penalty. The Customer shows us the instruction and consent on request; what it cannot show counts as not given.

8.7. **Our settings on a Charger.** We may at any time, for any reason and without notice, set, change or remove anything on a Charger connected to the Platform that concerns its connection or operation, such as its server address (always to an address of ours or one the Account Holder chose), OCPP (websocket) connection, network and security settings, credentials, certificates and configuration, and install Firmware unmodified as its manufacturer supplies it (clause 9.1), also where automatic updates are off and despite clauses 3.13, 5.2, 8.5 and 8.6; the Account Holder ensures the Charger Owner's consent to this (clause 5.2). This includes moving a Charger that connects through an OCPP Endpoint in another party's name (Schedule C.6) to an address of ours, such as when a Partner's admission or agreement ends or for a risk. A change to a Module follows clause 14.1. We are not liable when, as a result, a Charger

goes offline, stops charging, loses a setting or function or becomes unusable, for a time or permanently, or for the cost of restoring it.

8.8. **Forwarding of OCPP traffic.** A business that, for its own services to Account Holders, receives OCPP traffic of Chargers registered on the Platform through the OCPP Proxy or places its own proxy or gateway between a Charger and the Platform needs a signed individual agreement with us, which may include a fee. Without one, we may stop forwarding to it after written notice to it and the Account Holders concerned. Where a user of a Charger has a right under the EU Data Act to have its data made available to that business, we make the data available on terms and by a method we set within that Act, once the business has used the procedure at plugchoice.com/legal/data-act and accepted those terms; forwarding OCPP traffic is such a method only if we agree to it In Writing, and commands and control always need the agreement in this clause. This clause does not cover forwarding an Account Holder sets up for its own Chargers to a backend it operates itself, for no services to others.

8.9. **Connection security and certificates.** We may refuse, end or take offline a Charger's connection, where needed immediately, if it is not secure, such as through a known vulnerability or not meeting our security requirements, if the law, an authority or a grid operator requires it, or to protect the Platform or its users, informing the Account Holder, in advance where possible. The Account Holder and the manufacturer are responsible for the Charger's own certificates, and the Account Holder, at its own cost, for keeping it able to accept our certificates and certificate authorities, which we may change; a Charger that cannot connect for either reason is no failure of the Platform.

8.10. [Intentionally left blank]

8.11. **Control of the connection.** For a Charger connected to the Platform, its server address, OCPP (websocket) connection and the backend (CSMS) it reports to are part of the security of the Platform: a command or setting that changes them or its network or security profile, credentials or certificates, resets it to factory settings or switches off its signed meter values may be given only by us or through our Web Portal, apps, API or Link, and by a Third-Party Service through the OCPP Proxy only as far as we let it through. We may limit, delay, block or refuse any such command or setting, from whoever and through whatever route it comes, also from the Account Holder, have it run through us and undo it, also by restoring a direct connection where another party placed itself in between without a permission under clause 8.6 or an agreement under clause 8.8. Clause 8.7 and this clause never limit disconnecting a Charger or connecting it to another backend instead of the Platform (clauses 3.12 and 15.5) or a right under the EU Data Act; for a switch we check only that the request comes from the Account Holder, with the Charger Owner's consent under clause 8.6 for a Charger it does not own, and that the new address is safe to connect to.

9. Firmware

9.1. Firmware belongs to its manufacturer, whose license terms apply to it. We host, relay or install it only as a technical intermediary, without modification or warranty.

9.2. Installing Firmware is at the Charger Owner's risk; we are not liable for damage or malfunction, including a Charger becoming unusable, caused by third-party Firmware.

10. Data, privacy and telemetry

10.1. We are the controller of personal data in Platform Data that we process for our own purposes, including those in clauses 10.3 to 10.5. Where a Business Customer decides why its users' personal data

is processed and we process it only for that service, we are its processor under the Data Processing Agreement; where we decide jointly, we record our roles under article 26 GDPR.

10.2. **Connected services.** Activating or linking a Third-Party Service, in the Platform, in its app or through Link, by an Authorized Customer instructs us to exchange with it the data and access the flow shows, and to pass its steering to the Charger only within a programme the Customer chose there; flexibility steering also needs the terms in clause 6.9. Such a service is an independent controller of what it receives. Ending the connection in the Platform stops the exchange.

10.3. We may use Platform Data that is not personal data, and Derived Data, for any purpose, including training AI models; personal data only once anonymized. Unless the Customer agreed otherwise, we give such data to third parties, also against payment, only as Derived Data that combines data of several customers and identifies neither the Customer, its locations nor a natural person. This right is worldwide, free, perpetual and irrevocable, except for erasure under clause 15.5(f) or (h) or the law; Derived Data already created remains ours. For Consumers, Consumer Terms clause 6.3 applies instead.

10.4. The Customer keeps its rights to Customer Data. It grants us a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license to use, copy, combine and process its non-personal Customer Data for the purposes in clause 10.3, subject to the same erasure. All rights in Derived Data and the Platform's databases are ours, without limiting rights under the EU Data Act; the information that Act requires is at plugchoice.com/legal/data-act. For Consumers, Consumer Terms clause 6.3 replaces this license.

10.5. We may show offers of our own and of other companies in the Platform and send our own offers to Authorized Customers and their users. We share personal data with another company for its own offers only at the request or with the consent of the person concerned; a Customer cannot give that consent for its users.

10.6. [Intentionally left blank]

10.7. A Business Customer that lets others use Chargers, Charge Cards or accounts it manages informs them beforehand of our processing, such as with a link to our Privacy Policy, and, where it cannot reach them, shows that link at the charge point or in its payment flow.

10.8. **Charger Owners who are not the Account Holder.** An Account Holder that is not a Charger's Charger Owner warrants that it may agree to clauses 10.3 and 10.4 for that Charger on the Charger Owner's behalf, or tells us it may not; we then use that Charger's non-personal data only to provide the Platform for it until the Charger Owner accepts these General Terms or the Consumer Terms. The Charger Owner, or another person entitled to use the Charger, may exercise its EU Data Act rights through support@plugchoice.com; we may verify its entitlement and inform the Account Holder.

11. Support and service levels

11.1. Whether, how, when and in which language we give support is at our discretion. We may change, limit or close any channel, other than the addresses in clause 18.6, or opening hours at any time. A Partner is the first point of contact for support of the End Users of Chargers it manages; we may refer them to it.

11.2. Service levels, such as response, resolution and uptime commitments, exist only as expressly agreed in a Schedule or a signed SLA Annex, with only the remedies set out there.

11.3. Published uptime statistics and support statements on our websites create no entitlement.

11.4. Work we do at a Customer's request, such as providing data, a migration, a configuration or an investigation, is charged at the price we state before we start, except where the law requires it to be free of charge.

12. Liability

12.1. Nothing in the Agreement excludes or limits liability for intent or deliberate recklessness of our management, for death or personal injury caused by our fault, or that mandatory law, such as article 13 of the EU Data Act, does not allow to be excluded or limited.

12.2. Subject to 12.1, our total liability is limited to: (a) per event or series of connected events: the lower of (i) the fees paid to us by or for the Customer under the Agreement in the 3 months before the event and (ii) EUR 2,500; (b) per contract year in aggregate: the lower of (i) such fees in the 12 months before the first event and (ii) EUR 5,000; (c) where the amount under (a) or (b) is less than EUR 100, including where no fees were paid, EUR 100 instead. A contract year runs from the date the Customer's account was created. Each limit and exclusion in clauses 12.2 to 12.4 applies on its own. Higher caps apply only where expressly agreed in a signed individual agreement.

12.3. If a paid Module does not perform as described in its Schedule, the Customer tells us In Writing and we may first fix it within a reasonable period; otherwise its sole remedy is a pro-rata refund for the affected Charger and period.

12.4. We are not liable for indirect or consequential damage, including lost profit or savings, missed revenue or benefit under a Scheme (such as ERE) or from flexibility, a refused, cancelled or reclaimed benefit, business interruption, loss or corruption of data, damage from inability to charge or control Chargers, third-party claims, and peak-demand, imbalance or grid-related charges.

12.5. Claims lapse 12 months after the Customer became or should have become aware of the damage.

12.6. For Consumers, Consumer Terms clause 10 governs our liability instead of clauses 12.2 to 12.5 and 12.8.

12.7. A Business Customer indemnifies us against claims of third parties, such as the Drivers, staff, customers, occupants, installers and Third-Party Services it lets use or connects to its account, locations or Chargers, arising from the Services, its Chargers or its breach of the Agreement, as far as those claims exceed what we would owe the Business Customer itself under this clause 12.

12.8. **Insurance.** The limits in clauses 12.2 to 12.5 apply also where the damage exceeds or falls outside our insurance cover; we are not obliged to insure any risk. Where our liability insurance covers an event, our liability is limited to the lower of the amount under clause 12.2 and what the insurer pays out plus our deductible, but never less than the amount under clause 12.2(c). As far as a Business Customer's own insurance covers a loss, it and its insurers waive recourse against us.

13. Force majeure

13.1. We are not obliged to perform any obligation hindered by circumstances beyond our reasonable control, also where foreseeable when the Agreement was made, including: failure, unavailability, bankruptcy, delay or blockade of a supplier, manufacturer or Third-Party Service, or a change or end of its product; errors, delays or loss by carriers, warehouses or forwarders; failure of hosting, cloud, internet, mobile networks or other Connectivity; power or telecom failures; cyberattacks; sanctions, export restrictions, tariffs and other acts of government; the end or phase-out of a network, technology

or standard; war, unrest, epidemics, strikes, fire and extreme weather; also where a dispute between us and that party causes it, unless we caused it by not paying an undisputed amount.

13.2. If force majeure lasts longer than 90 consecutive days, either party may terminate the affected part of the Agreement without liability.

13.3. We keep our right to payment for what we performed before or despite force majeure.

13.4. Towards a Business Customer, the circumstances listed in clause 13.1 always count as force majeure, also where articles 6:75 to 6:77 of the Dutch Civil Code would attribute them to us; clause 12.1 applies.

13.5. We take reasonable steps to limit the effect, such as moving to another supplier where one is available on reasonable terms.

14. Changes to the Platform, the terms and prices

14.1. We may change, add or remove features and functions at any time, and discontinue a Service, a Module, support for a Device or Integration, or the whole Platform with at least 30 days' notice, refunding prepaid periodic fees for the discontinued period pro rata. We may do so for any reason. A one-off license (Schedule A.2) runs as long as its Charger uses the Platform and its Module exists; only our Order Confirmation for that Charger or an agreement we signed for it can set another term. We change its Module only for technical, legal or security reasons or a change at a Third-Party Service it depends on; if that reduces its use more than slightly, the Customer may terminate the license within 14 days of our notice. An ended one-off license is not refunded, except where mandatory law requires it; that refund is the price paid less one sixtieth per full month since the Delivery Date of the Charger it was supplied with or, if bought on its own, our receipt of payment, so nil after 5 years.

14.2. We may amend these General Terms, the Schedules and the Price Rules with at least 15 days' notice to Business Customers, or less for an Urgent Reason. A change binds a Business Customer from its effective date, without its acceptance. Only a Business Customer that the change materially disadvantages, or that Regulation (EU) 2019/1150 entitles to it, may terminate the Agreement, or the Modules concerned, before the effective date; that is its only remedy. Indexation, a price increase under clause 14.3 that passes on costs, and a change required by law, an authority or security are no material disadvantage. A signed individual agreement's own amendment procedure prevails. We notify an amendment to a Business Customer by email. Towards a Business Customer offering services to others through the Platform, the notice is longer where Regulation (EU) 2019/1150 requires it, such as when it must adapt its own terms or products.

14.3. We may change prices and Price Rules (clause 3.4) under clause 14.2. Besides indexation under the Price Rules, we may raise prices to pass on increases in our costs, such as for hardware, energy, hosting, connectivity, other third-party services, staff, taxes, levies and duties; a new or higher tax or levy applies from when it applies to us. A running prepaid period changes at its next renewal, except for taxes and levies.

14.4. For Consumers, the Consumer Terms govern changes and price increases.

14.5. We may rename features, roles and interface terms; a renaming alone changes no rights or obligations, is no material disadvantage and creates no liability.

14.6. Support for a Meter Data Source or Meter Vendor is a Platform feature, not a Module; changing or ending it, or a Meter Vendor's condition (clause 6.8), discontinues no Module and does not reduce a one-off license's use under clause 14.1.

14.7. **No compensation.** A change or discontinuation under clause 3.11, 7.5 or 14.1 entitles a Business Customer only to the refund stated there, also where it invested in reliance on the Platform, such as in whitelabel apps, OCPP Endpoints, Integrations or hardware.

15. Suspension and termination

15.1. We may suspend or restrict access, per account or per Charger, with immediate effect if: (a) the Customer breaches the Agreement or the law; (b) fees are overdue; (c) we suspect fraud, abuse or a security risk; (d) connected hardware endangers the Platform or third parties; or (e) the law or an authority requires it. While fees are overdue, we may suspend all our obligations; fees remain due during suspension. If we doubt the Customer's ability or willingness to pay, we may require advance payment or security and suspend the services concerned until it is provided.

15.2. The Customer may terminate the free-tier Agreement at any time; we may terminate it under clause 3.11, or at once on a ground in clause 15.1 or for an Urgent Reason. Paid Modules run for the period paid for. For a Business Customer, a subscription renews automatically for the same period at the price then applicable, unless the Account Holder ends it in the Platform before the period ends; we charge the payment method on file or invoice the renewal, and fees for a started period are not refunded. For Consumers, the Consumer Terms govern renewal; for Partners, Schedule C or the Partner Agreement governs termination.

15.3. On termination we may delete Customer Data after a reasonable wind-down period. Clauses intended to survive, including 1, 4.2, 5.6(d), 8.6, 8.7 and 8.11 for Chargers connected to the Platform when the Agreement ends, 10.3, 10.4, 12, 15.5(c) and (f), 16, 17, 18, Schedule C.6 from its third sentence, Schedule C.7 to C.9, and Schedule F.2 and F.3, survive termination.

15.4. [Intentionally left blank]

15.5. **Switching to another provider.**

(a) The Customer may switch from the Platform, or from a Module (the Agreement in this clause then meaning that Module), to another provider or its own systems. The switch starts 2 months after we receive its request, or on a later date in it; until then the Agreement continues.

(b) A transition period of 30 days follows, which the Customer may extend once In Writing before it ends; where 30 days is technically unfeasible, we may set up to 7 months, telling the Customer why within 14 Working Days. In that period we keep the service running and give the Customer, and third parties it authorized, the assistance the EU Data Act requires. Until the switch ends, the Customer pays its fees as before, including Module and SIM fees, in advance if we ask. During the transition period we change the server addresses of the Chargers concerned to the address the Customer gives us, or let it do so in the Platform (clauses 3.12 and 8.11), charging no more than the EU Data Act allows.

(c) During the transition period and for 30 days after it, the Customer can export its exportable data and digital assets (the input and output data, including metadata, generated by its use of the Platform) in a structured, commonly used and machine-readable format, excluding Derived Data and our databases.

(d) We may charge switching charges as far as the EU Data Act allows. Fees for the continued service under (b) and fees under (e) are not switching charges. Until 2027-01-12, switching charges are at most our direct costs of the switch; from that date we charge none.

(e) If the Customer ends the Agreement or a Module before a fixed term ends, also by a switch under (a) or erasure under (h), other than under clause 13.2 or 14.2, Consumer Terms clause 4.4, 9 or 10, the Data Processing Agreement or for our material breach, it owes at the end the fees for the rest of that term

(usage-based fees at the average of the last 3 full calendar months). Nothing paid is refunded. This is the price of the chosen term, not a charge for switching or erasure.

(f) The Agreement ends when the switch is complete, at the latest at the end of the transition period; we erase the exportable data 30 days after that period unless the law requires us to keep it.

(g) During the switch we inform the Customer of known risks to service continuity, keep its data secure in transfer and give it the information it needs for its exit.

(h) A Customer may instead request only erasure of its exportable data; the Agreement then ends on the date in (a), (e) applies, and we erase the data within 30 days.

(i) We confirm In Writing when the Agreement has ended.

(j) The exportable data, export methods, formats, known technical limitations and the data we exclude as trade secrets are listed, and kept up to date, at plugchoice.com/legal/data-export, as part of this clause.

15.6. **Inactive accounts and succession.** We may close an account without sign-in for 24 months and without a connected Charger, after an email warning. If a Customer dies, is placed under guardianship or is declared bankrupt, we may keep its account and Chargers running as they are and stop its fees on request of its estate. We may move a Charger, the account or its data to whoever we reasonably believe is entitled, such as the executor, the heirs or a person who lived with the Customer at the Charger's address, on evidence we accept, and are not liable for doing so in good faith. For a Partner, Schedule C.7 binds the person entitled.

15.7. **Our breach.** A Business Customer may terminate or dissolve the Agreement for our breach only where the breach is material and continues 60 days after its written notice of default; a minor breach, or one we remedy within that period, gives no such right, and neither does a use of names or logos under clause 16.3.

16. Intellectual property

16.1. All intellectual property rights in the Platform, its software, apps, SDK, code, documentation, databases, Derived Data and branding remain with us or our licensors. Software is licensed, not sold: the Customer receives a non-exclusive, non-transferable, non-sublicensable and revocable right to use the Platform and our software during the Agreement, for its own use as the Agreement allows.

16.2. We may use feedback and suggestions without restriction or compensation.

16.3. **Names and logos, both ways.** Every Customer may use our names, logos, badges, links and product images to refer to our products and services it uses, sells or supports, unless we forbid this for that Customer: only where the context is our product, never for a product it did not obtain from us or our resellers, never in its own company, domain or app name without our written consent, and never in a way that suggests an endorsement we did not give. Our brand guidelines may set how. It stops a use within 7 days after we ask; a Business Customer that continues after that owes us EUR 500 per day, besides damages. We may show a Business Customer's name and logo, and describe in general terms how it uses the Services, as a reference and in the Platform, until it ends this In Writing; we then use them in no new material and remove them from our websites within a reasonable period.

16.4. **Statements about us.** A Business Customer that mentions us, our Services or our brands in advertising, on social media or through others it pays or rewards: (a) states about our Services and our prices only what our published terms, prices and product information support, never anything incorrect or misleading, such as "lifetime", "forever", "unlimited" or "free" for a Service that is not, or a saving or

environmental benefit we have not published; it states its own prices and offers as it chooses; (b) makes advertising recognisable as such; (c) removes or corrects a statement within 2 Working Days after our request; and (d) for each statement not removed or corrected in time, owes us EUR 500 per day, without notice of default and besides damages, and indemnifies us against claims of consumers and competitors and orders and fines of authorities resulting from it. Honest reviews and opinions are not advertising under this clause.

16.5. **Trade secrets and protection measures.** The source code, server-side logic, steering and load-management algorithms, unpublished API endpoints, database structures and security settings of the Platform, the SDK and Link are our trade secrets and confidential information. The Customer does not acquire, use or disclose them other than under the Agreement and does not alter, remove or circumvent the measures that protect them, such as tokens, rate limits, obfuscation, encryption and certificate pinning (article 11 EU Data Act).

16.6. **Databases.** Our charger compatibility database and the Platform's other databases are the result of substantial investment by us. Repeated and systematic extraction of insubstantial parts counts as extraction of a substantial part.

16.7. **Penalty.** A Business Customer that breaches clause 4.2(a), (b) or (d), 16.5 or 16.6, also by using what it obtained as training data, owes us, without notice of default, EUR 25,000 per breach plus EUR 2,500 per day the breach continues after our notice, in addition to damages (notwithstanding article 6:92(2) of the Dutch Civil Code) and outside clause 12. It destroys all copies, code, data and models obtained or made through the breach, stops offering anything built with them and confirms this In Writing. Claims under article 11 EU Data Act remain.

17. Confidentiality

17.1. Each party keeps the other's non-public information, including the contents of a signed individual agreement, confidential, sharing it only with written consent or with staff, advisors and subcontractors who need it and are bound to the same confidentiality. Information the receiver already knew, that is public, or that it lawfully obtained from a third party is not confidential. Use and disclosure of data under clauses 10.3 to 10.5 does not breach this clause.

17.2. This clause applies until 5 years after the Agreement ends; a separately signed non-disclosure agreement prevails.

18. Miscellaneous

18.1. We may assign the Agreement, in whole or in part, to an affiliate or to an acquirer of all or part of our business without the Customer's consent, informing the Customer; it then continues on its terms with that party. The Customer may not assign without our written consent.

18.2. Payments by Drivers and Customers run through our payment provider, only in countries it supports. We pay Session Compensation and other payouts from our own bank account, under the Billing and eMSP Terms.

18.3. If a provision is invalid, the rest stays in force and, towards a Business Customer, a valid provision closest to its purpose replaces it. Every exclusion, limitation and obligation in the Agreement applies as far as the law, including the EU Data Act, allows.

18.4. Towards a Business Customer, the English text prevails over any translation.

18.5. Towards a Business Customer, Dutch law applies, excluding the CISG and article 7:408(1) of the Dutch Civil Code. The court of The Hague has exclusive jurisdiction; we may also sue in the courts of the Customer's domicile.

18.6. **Notices.** Our communication to the Customer's account or to the email address in it is deemed received. Towards a Business Customer offering services to others through the Platform, an Urgent Reason shortens notice of an amendment or termination only as articles 3(4) and 4(4) of Regulation (EU) 2019/1150 allow, and ending all our services to it takes 30 days' notice unless article 4(4) allows less. Notices to us go to support@plugchoice.com, security notifications to security@plugchoice.com.

18.7. Not exercising a right does not waive it.

18.8. **Entire agreement.** Towards a Business Customer, the Agreement is the entire agreement on its subject. Statements in advertising, on our websites, in documentation, the Platform, sales or other material or by staff, including about uptime, duration (such as "free", "lifetime" or "unlimited") and features, are not commitments beyond what the Agreement provides, such as clause 14.1 for a one-off license; amounts under clause 3.4 are. A Business Customer did not rely on them and may not annul or dissolve the Agreement or claim damages on their basis, including for error (article 6:228 of the Dutch Civil Code), except in case of our fraud. This does not limit clause 3.15.

18.9. **Evidence.** Towards a Business Customer, our records, such as our archive of published versions, Order Confirmations, delivery notes, serial numbers and logs, are conclusive evidence, unless proven otherwise, of what they record, such as which version applied, notices given and accepted, the Delivery Date, the activation, use, availability and delivery of a Service and the use of a SIM Budget.

18.10. **AI.** Our websites, documentation, code, Platform and support can be made or provided with the help of artificial intelligence. Towards a Business Customer, what it produces is information only, not an offer, commitment, warranty or advice, and can be incomplete or wrong; only the Agreement binds us.

18.11. **Obvious errors.** We may correct an obvious error, such as a wrong price, amount, discount or credit, or a calculation, booking or input error, in an offer, quotation, Order Confirmation, invoice, credit note, the Platform or another document, also after acceptance or payment, and invoice or credit the difference. A Customer that knew or should have understood the error cannot rely on it. This includes an error in how the Platform, our charger database or our billing counted Chargers, EVSEs, Connectors, sessions, energy, data or usage, whether or not the Customer could notice it. Towards a Business Customer we may invoice the difference for up to 5 years back, without interest for the period before the corrected invoice and, at its request, in monthly instalments. Clause 3.16 and clause 9.7 of the Billing and eMSP Terms bind only the Customer. For Consumers, Consumer Terms clause 12.5 applies.

Schedule A: Smart Charging

A.1. Scope: functions that steer the charging of each activated unit (Price Rules section 1) within the limits set, on meter readings, tariffs or schedules, as the Platform describes the Module when it is activated, such as solar balancing, power sharing, peak shaving, dynamic tariff charging and scheduling.

A.2. Fees are per unit the Price Rules count, under clause 3.4. Smart Charging works for a location only while every Charger on it has an Active Module for it. A "subscription" is a Module license for a prepaid period, renewing or not; a "one-off license" is a Module license for one Charger, paid once. Both belong to the Charger, also when supplied with a Volt Time charger by us or a reseller, and move with it to another account or owner. A one-off license runs as clause 14.1 sets out; it moves to a Charger that replaces it under warranty, on evidence we accept, once the replaced Charger leaves the Platform, and otherwise only with our consent. The new Account Holder may continue a subscription by paying from

the next period. If a subscription payment is not made within the period in our reminder, the subscription ends. A refund under clause 14.1 of a license supplied with a Charger is calculated on the amount our Order Confirmation for that Charger states for it, is nil where it states none, and goes to whoever paid us for the license.

A.3. [Intentionally left blank]

A.4. Dynamic tariff and price data comes from third parties as-is, and we plan charging on it on a best-effort basis. Charging against a tariff guarantees no saving, and we are not liable for charging at a higher price or another time than expected, also through an error in our planning. For Consumers, Consumer Terms clauses 5.4 and 10 apply instead.

A.5. Functions under A.1 that use grid connection readings need a supported Meter Data Source (clause 6.8); an A.2 license gives no right to one.

Schedule B: Billing & Invoicing and eMSP

B.1. The Billing and eMSP Terms govern billing, invoicing, payments, payouts, public charging, roaming (OCPI) and Charge Card (eMSP) services, as a Schedule to these General Terms that prevails over them for that subject.

B.2. [Intentionally left blank]

B.3. Amounts are calculated on charger-reported session data (clause 7), which meter or charger defects can make incorrect; we may correct it for the future.

Schedule C: Partner Program

C.1. Admission is at our discretion and free of charge. The Partner may leave at the end of any month. We may end its admission only on one of these grounds, each a separate term: (a) a breach of the Agreement or the law; (b) a ground in clause 15.1; (c) founded complaints of End Users or Charger Owners about the Partner; (d) no Charger has had the Partner as assigned partner in the Platform for 6 months; (e) a change of control under the next sentence; (f) we end the Partner Program, in a country or for a category of Partners, for all Partners concerned alike; or (g) conduct of the Partner towards End Users or us that is unlawful or seriously damages the reputation of the Platform. We give at least 30 days' notice on a durable medium with a statement of reasons naming the ground and the facts, except in the cases of article 4(4) of Regulation (EU) 2019/1150; the Partner may respond through support@plugchoice.com, after which we confirm or withdraw our decision. A Partner tells us In Writing within 10 days of a change of control; if control passes to a party offering a service competing with the Platform, we may end its admission with 30 days' notice and reasons, and Schedule C.7 then applies as on bankruptcy.

C.2. **Benefits.** On Smart Charging licenses sold for a Charger of which the Partner is the assigned partner in the Platform, the Partner receives a commission, at the rate a signed Partner Agreement sets or, without one, as we set and show in the Platform, which we pay by a self-billing invoice in its name (Billing and eMSP Terms clauses 7.3 and 7.4). We may change the rate, the form of payment and the conditions of the commission under clause 3.18. Commission not yet paid when the Partner's admission ends lapses. A Partner that sells to a Consumer tells it beforehand that it may receive a commission from us. That is the only benefit of the Partner Program: it carries no other fee, revenue share or payment, no support or service levels, and no right to other products or functions; anything else we offer Partners, such as alerts or a listing on our website, is without commitment. A whitelabel Web Portal, a custom domain and a branded OCPP Endpoint (C.6) are available only under a signed individual agreement or as the Platform offers them with their price. We may at any time remove a custom domain or endpoint set up without

either and move its Chargers to an address of ours (clause 8.7). Our Partner Program page describes the programme and adds nothing to this clause. Where a fee gives rise to a commission or revenue share to more than one party, each such amount is a direct third-party cost of that fee when calculating every other share.

C.3. Whitelabel: the Partner's branding changes neither the parties nor our role as provider and, under clause 10.1, as controller towards End Users. The Partner warrants its rights to uploaded branding and indemnifies us against claims about it. A Partner that offers the Platform under its own brand or domain states in its terms and privacy notice to End Users that we provide the Platform and are controller for our own purposes. Where the Partner and we jointly determine a processing, the Partner is the first point of contact for End Users about it, informs them, and indemnifies us against claims resulting from its own part (article 26 GDPR).

C.4. No exclusivity: we may work with any party, including the Partner's competitors.

C.5. Migration services, where agreed: the Partner warrants the lawful origin of all data it hands to us and its authority to provide it, secures all consents and authorizations needed, including for back office access, and indemnifies us against claims about them. Offers to migrated End Users follow clause 10.5.

C.6. Custom domain and branded OCPP Endpoint: a custom domain, or an OCPP Endpoint in the name of the Partner or any other party, that resolves to an address of ours without a backend, proxy or gateway in between, is part of the Platform (clauses 8.6 and 10.1). A signed individual agreement arranges who holds the domain after the Agreement ends. Unless it provides otherwise, the Partner keeps the domain registered and the endpoint resolving to an address of ours, on request delegates it to name servers we designate and, for a domain used only for the endpoint, transfers it to us or a party we designate, until 24 months after its admission or Partner Agreement ends and, after that, until every Charger that used it in those 24 months connects to us through another address, and never repoints it for a Charger without its Account Holder's instruction under clause 8.6. We may move those Chargers to an address of ours at any time under clause 8.7 or, towards a Consumer, Consumer Terms clause 8.3, such as when the Partner announces a switch or ending, becomes insolvent, is more than 30 days late in paying us, or its admission or Partner Agreement ends.

C.7. **End Users of a Partner.** We may contact End Users and Charger Owners of Chargers a Partner manages directly for service, security and legal reasons and about the Platform. Functions they receive only through the Partner end with its admission or Partner Agreement. If that ends without the Chargers moving to another provider, or the Partner is declared bankrupt, granted a suspension of payments or more than 30 days late in paying us, we may offer them, as a service communication, their own account or another Partner, and keep their Chargers connected for up to 90 days, then under the free tier. From the end of its admission or Partner Agreement, or any such event, unless a signed Partner Agreement expressly provides otherwise for this clause: (i) an instruction by the Partner, its trustee or administrator to disconnect, switch or repoint a Charger it does not own takes effect only once the Charger Owner confirms it in the Platform; (ii) a request under clause 5.5 needs no waiting period or consent of the Partner; and (iii) we may move a Charger to the account of a Charger Owner who accepts our offer. A Partner records in the Platform, where it offers this, the name and email address of the Charger Owner of each Charger it manages for others, and gives us the contact details we need under this clause.

C.8. **Our rights in the Partner's terms.** A Partner that lets End Users use Chargers it manages on its own terms includes in them, as a stipulation for our benefit that we may accept and invoke directly, the substance of clauses 3.10, 3.12, 3.14, 8.6, 8.7, 8.11, 10.3, 10.4 and 12.4, within clause 12.1; towards a Consumer, no more than Consumer Terms clauses 3.3, 3.5, 3.7, 6.3 and 8.3, within its clauses 1.2 and 10, stating that the Charger Owner can always disconnect its Charger, connect it elsewhere or claim it under

clause 5.5. The Partner shows the stipulation to End Users before they contract, with a link to our Privacy Policy.

C.9. **Access to Account Holders' data.** The same rules apply to every Partner's access to Chargers of which it is not the Account Holder, and (a) also to our own staff. Clause 5.6 applies, and:

(a) Access runs through personal user accounts whose sign-in details are not shared; the Partner removes a user at once when that user no longer needs access.

(b) [Intentionally left blank]

(c) [Intentionally left blank]

(d) [Intentionally left blank]

(e) The Partner tells us In Writing within 10 Working Days if it is declared bankrupt, applies for or is granted a suspension of payments or ceases its business; clause C.7 then applies.

(f) If a Partner or one of its users breaches this clause or clause 5.6, we may end or limit the access concerned, and the Partner is liable for the breach and indemnifies us against claims of Account Holders, other persons and authorities that result from it.

C.10. **Customers through any route.** API and Developer Terms clauses 4c.1 to 4c.5 apply in the same way to every other route by which we get customers or Chargers, such as the Partner Program, a manufacturer, a whitelabel Web Portal, an Integration or a connected app, with the party through which they come in the place of the Developer and that route's flow in the place of Link and the SDK.

Schedule D: API Professional

D.1. Personal Access Tokens, Commercial Use and our rights when free access is put to Commercial Use follow clauses 1.1 and 1.4 of the API and Developer Terms; Commercial Use requires API Professional.

D.2. OAuth 2.0 professional access: scoped permissions, rate limits, fees per agreement.

D.3. [Intentionally left blank]

D.4. [Intentionally left blank]

D.5. [Intentionally left blank]

D.6. Readings from a Meter Vendor's Meter Data Source, and information derived from them, are available through the API, where it offers them, to the Account Holder of a Charger at that location for its own use, and otherwise only under API Professional or partner exchange (API and Developer Terms clause 2.5).

Schedule E: Data for Energy Credit Schemes

E.1. **The choice.** This Schedule applies to every use of Platform Data for a Scheme. The Account Holder chooses with which Scheme Party a Charger's data is shared; adding or setting up a Charger through Link, the SDK or OAuth of a Scheme Party, by the Account Holder or someone acting for it, is such a choice. The Account Holder can change or withdraw it in the Platform at any time.

E.2. **What we forward.** We forward data for a Scheme only to a Scheme Party with a signed individual agreement with us, and only the data that agreement describes. We decide which Schemes, Scheme Parties and data we support and may change or end that support at any time.

E.3. **Between the Account Holder and the Scheme Party.** What the Account Holder agrees with a Scheme Party, such as on credits, subsidies, payouts or who claims, is between them. We are not a party to it or

to a Scheme and give no view or guarantee on it.

E.4. **Data as it is.** We forward data as processed at that moment, may mark data that is late, missing, imported, edited or estimated or that we cannot verify, such as sessions of a Charger that does not authenticate itself, and may withhold data we cannot verify; a later correction does not change earlier forwarding. We are not a verifier. Amounts shown in the Platform are estimates. The Customer does not alter, add or simulate sessions or readings for a Scheme.

E.5. **Change of owner or occupant.** When a Charger changes owner or occupant (clause 5.5), the previous Account Holder's choice covers only data before the transfer date; once we know of the transfer, we stop forwarding later data to its Scheme Party.

E.6. **Fees.** We may charge a Scheme Party for our services, such as the connection, its availability, support and listing, also as a share of what it receives or charges under a Scheme; these amounts are ours. We may charge the Customer for a Scheme function as our prices state. A Scheme Party that obtains Platform Data through another person's token, account or credentials is a Developer and owes fees under clauses 1.1 and 1.4 of the API and Developer Terms.

E.7. **EU Data Act.** A Scheme Party without a signed individual agreement that asks for data at a user's request under the EU Data Act receives only the data that Act covers, through clause 8.8, in the format and by the method we choose, against the compensation that Act allows.

E.8. **Liability.** We are not liable for a benefit that is refused, reduced, delayed or reclaimed, or its value, for a fine or correction under a Scheme, or for fraud, error or insolvency of a Scheme Party or anyone else, also where our data contributed; such loss is indirect damage under clause 12.4. A Business Customer indemnifies us against claims arising from a claim made for its Chargers or with its data. For Consumers, Consumer Terms clause 10 applies instead.

Schedule F: Plugchoice SIM

F.1. **Scope.** This Schedule applies to every Plugchoice SIM. Where our Order Confirmation for its Charger, or an agreement we signed for that Charger, promises a connection over its Plugchoice SIM for a period or an amount of data, that promise replaces clauses F.4 and F.5 for that period and data only; a promise by anyone else does not bind us. Each ground in this Schedule to pause, end or limit a SIM is a separate term.

F.2. **Ownership.** A Plugchoice SIM remains the property of us or our connectivity provider.

F.3. **Use.** A Plugchoice SIM may be used only in its Charger, to connect to the Platform, and removed only to be replaced. Forwarding over the OCPP Proxy to a Third-Party Service is not part of a SIM Budget or of the fee under F.5: we may charge a separate fee for it, with the notice in F.14, limit it or not offer it over a Plugchoice SIM.

F.4. **SIM Budget.** A Plugchoice SIM has a SIM Budget only where our Order Confirmation for its Charger, or our written offer for that SIM alone, states an amount for it, and only for that amount. The price of the Charger or of that offer then includes a fixed fee for the Charger's connection to the Platform over the SIM, also for Firmware, within the data and cost limits we set. That fee covers the connection until the costs of the connection have used up the SIM Budget or until 5 years after the Delivery Date, whichever is first. Those costs are what our providers charge us for the SIM at the time, such as fixed fees per SIM and fees per MB for the data the Charger uses; we may calculate them per SIM or as an average over our Plugchoice SIMs. The SIM Budget has no cash value and is not refunded or transferable. A SIM Budget is not a promise of a connection for that period: it ends early, without refund, when a network or technology

the SIM uses ends or our provider ends or materially changes its service or prices, also through insolvency or other circumstances beyond our control.

F.5. **Without or after a SIM Budget.** Without a SIM Budget, or from the calendar month after it ends, the Charger's connection to the Platform over the SIM continues as part of the Platform service for a fixed fee per Charger at our prices and the Price Rules, within the data and cost limits we set, invoiced to the Account Holder. A Consumer's SIM continues only once the Consumer agrees to it, in the app where it offers this or by email; until then, and for an unregistered Charger, we may pause it. The Account Holder can end the fee at any time in the Platform where it offers this, or through support, with effect from the end of the calendar month; the SIM then pauses.

F.6. **Inactivity.** If a Plugchoice SIM carries no data for 30 days in a row, counted from its first data use, we may pause it, and after 90 days end it, after warning the Account Holder in the Platform or by email. Ending is final; the SIM Budget lapses.

F.7. **Networks and providers.** We do not guarantee coverage, a network, a technology or a provider. We may move a Plugchoice SIM to another provider, network or profile, also remotely. We may also replace it by sending a new SIM, which the Charger Owner fits or has fitted following our instructions. If a network or technology ends, or our provider ends or materially changes its service or prices, the SIM may stop working. The Charger Owner pays for any replacement SIM and for fitting it.

F.8. **Leaving the Platform.** A Plugchoice SIM connects only to the Platform; pausing or ending it does not prevent connecting the Charger to another backend in another way, where supported.

F.9. [Intentionally left blank]

F.10. **End of the connection.** The connection, the SIM Budget and any promise for a Plugchoice SIM belong to that SIM in its Charger and pass to no other Charger, SIM or person, except to a replacement Charger or SIM under our warranty, with the original Delivery Date. They end when the Charger is returned, can no longer be used or, after its first registration by its End User, changes address, owner or account.

F.11. **Misuse.** We may limit or block a Plugchoice SIM, also permanently, for misuse or a security risk, at the cost of whoever misused it. We are not liable for a Plugchoice SIM while its Charger is in stock or unregistered.

F.12. [Intentionally left blank]

F.13. **Consumers.** Towards a Consumer:

(a) where a connection over a Plugchoice SIM was part of the sale of the Charger, F.6 and F.10 only pause the SIM, and we reactivate it free of charge on request, until 2 years after the Charger's delivery to the Consumer or any longer period our Order Confirmation states;

(b) the last sentence of F.7 does not apply where replacing the SIM is part of the seller's obligations to the Consumer, and moving the SIM under F.7 costs the Consumer nothing;

(c) a SIM Budget ends early under F.4 only from 2 years after the Charger's delivery to the Consumer;

(d) [Intentionally left blank];

(e) data used because of a defect of the Charger for which the seller answers to the Consumer does not count towards its limits under F.16.

F.14. **Fee and limits.** We may at any time change the fee and the limits under F.4 and F.5, also during a SIM Budget and raising the fee when our costs for Plugchoice SIMs rise (clause 14.3), with notice under

clause 14.2 or, towards a Consumer, Consumer Terms clause 9.2.

F.15. **Price model.** We may at any time change how we charge for the connection over a Plugchoice SIM, such as to a price per use or as part of another Platform fee, with the notice in F.14.

F.16. **Data limits.** Each Plugchoice SIM has the data limits we set. We may pause a SIM, limit how often its Charger sends data and whether Firmware is downloaded over it, and block traffic that does not go to the Platform. Data used by the Charger, its Firmware, a fault or the Customer's settings counts towards those limits.

F.17. **Liability.** We are not liable when a Plugchoice SIM reaches its SIM Budget or a limit, is paused or ended, or fails, such as for a lost connection, missed sessions or smart charging that does not work. Towards a Consumer, Consumer Terms clause 10 applies instead.

Previous versions: General Terms and Conditions 2026-1, superseded on 30 October 2026 for new accounts and on 30 November 2026 for existing accounts | General Terms and Conditions of Sale 2024-1, superseded on 9 July 2026