

General Terms and Conditions of SMOOV® APPLICATION

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

CHAPTER 1 SMOOV® APPLICATION

1. Definitions Relating to the SMOOV® APPLICATION

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

- 1.1 **Conditions:** these general terms and conditions, including any appendices, relating to the purchase of the SMOOV® App and access to Allego's infrastructure.
- 1.2 **Allego:** the Charging Socket operator, that being Allego B.V., having its registered office in Arnhem, the Netherlands, and registered with the Chamber of Commerce under number 54100038.
- 1.3 **Compatible Charging Socket:** a Charging Socket that is included in the database displayed in the SMOOV® App and which can be operated via the SMOOV® App.
- 1.4 **End-user:** the natural person or legal entity that has installed the SMOOV® App and that may wish to have access to Allego's infrastructure.
- 1.5 **Electric Vehicle:** A road vehicle powered entirely by an electric motor and/or a hybrid vehicle partly powered by an electric motor, which vehicle may or may not make use of electricity that is stored in a battery rechargeable by use of a Charging Socket.
- 1.6 **Charging Socket:** a facility at a semi-public, public, or private location that can be used to charge the battery of an Electric Vehicle.
- 1.7 **Charging Session:** a session during which an Electric Vehicle is charged at one of the Compatible Charging Sockets using Allego's SMOOV® App.
- 1.8 **Non-compatible Charging Socket:** a Charging Socket that is included in the database displayed in the SMOOV® App but which cannot be operated via the SMOOV® App.
- 1.9 **Contract:** the agreement pursuant to which Allego's infrastructure is made available to the End-user via the SMOOV® App, of which these general terms and conditions constitute an integral part.
- 1.10 **Platform:** the website from which the SMOOV® App can be downloaded.
- 1.11 **SMOOV® App:** the iOS and Android application offered by Allego, based on which the End-user can access Allego's charging infrastructure in order to charge his/her Electric Vehicle.
- 1.12 **Service Provider:** a party with which a contract for the supply of charging services is concluded.

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

- 2.1 Allego distributes the SMOOV® App via the Platform, from which the digital content can be downloaded. To be able to use the SMOOV® App, visit the Platform, where you will register with the Platform operator. That will bind you to the Platform's relevant terms and conditions of use [*gebruiksvoorwaarden*] and general terms and conditions. The contractual relationship between you and the operator regarding your use of the Platform is separate from the contractual relationship that you enter into directly with Allego for the use of the SMOOV® App pursuant to the Contract. If there

are problems with using the Platform, you must contact the Platform operator directly in its capacity as your counterparty. Clause 11 (exclusion of liability) applies *mutatis mutandis* to that contract.

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

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

3. Right of Use

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

1. find and review Compatible and Non-compatible Charging Sockets;
2. obtain access to Compatible Charging Sockets, such as by starting, stopping, and paying for the use of the Charging Sockets.

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

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

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

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

4. Misuse of the Application

4.1 Misuse is defined as: using the SMOOV® App in any manner that is not described in these Conditions, as well as using the SMOOV® App in such a way that it infringes upon the rights of one or more third parties. Misuse of the application is a criminal offence. We may report misuse at any time to the police and/or public prosecutor's office.

5. Use of Information / Privacy

5.1 By installing the SMOOV® App, the End-user agrees to having the information he/she enters processed, stored, and used to the extent reasonably necessary for the proper

operation of the SMOOV® App, the further development of the SMOOV® App, and the offering of access to Allego's infrastructure via the SMOOV® App. Allego shall process, store, and use the information provided by the End-user in accordance with all applicable laws.

- 5.2 The End-user's consent regards the following information: payment details, location data, charging and charging card data, information about the vehicle, telephone number, the notifications the End-user wishes to receive, and the feedback provided by the End-user. Allego will temporarily store the data in an anonymised form that cannot be traced back to the End-user (except for the location data, see Clause 6). Through the SMOOV® App user account, the End-user can see which data Allego has stored.
- 5.3 An exception to the provisions of 5.1 and 5.2 applies with regard to payment details. The SMOOV® App never stores payment details. Payment details such as, but not limited to, IBAN numbers are only stored by the Service Provider subject to the terms and conditions it imposes (see 13.1).
- 5.4 Allego advises the End-user that, pursuant to Section 8(b) of the Dutch Personal Data Protection Act [*Wet bescherming persoonsgegevens*] and for the purpose of performing this Contract, Allego is entitled to provide to third parties the personal data that the End-user provides in the context of the Contract. Pursuant to the aforementioned Act, Allego may become obliged to provide the End-user's personal data to third parties if compelled to do so by a statutory provision. Allego will not need the End-user's consent to provide that data for the aforementioned purposes.

6. Location Data

- 6.1 For the SMOOV® App to operate, Allego must be kept apprised of the End-user's location. Allego can use this data to direct the End-user to a nearby Compatible Charging Socket. To do so, Allego must be able to ascertain the End-user's location in real time. This data is tracked in anonymised form and is never stored.

7. Indemnification

- 7.1 By installing the SMOOV® App, the End-user agrees to indemnify Allego, its executive directors, supervisory directors, employees, investors, contractors and contractual counterparties against any liability to, or claims instituted by, third parties that arise as the direct or indirect consequence of the End-user's culpable failure to satisfy these Conditions. The End-user hereby waives any right of recovery he/she has in respect the aforementioned parties.
- 7.2 The End-user is aware of, and agrees that, he/she bears the risk of using the SMOOV® App (Allego accepts no liability in respect of said use). The usefulness and quality of the SMOOV® App depends on its being used properly by the End-user. Allego does not guarantee the operation or quality of the SMOOV® App, the correctness or accuracy of the information provided by the SMOOV® App, or the speed or quality of any information provided in connection with the SMOOV® App. Allego is not obliged to update or maintain the SMOOV® App. The foregoing is related to, *inter alia*, the fact that the SMOOV® App is dependent on the use of the Internet, as well as the possibility of receiving text and other messages and obtaining a GPS location, as well as the mobile telephone, mobile and other networks, and

third-party services being in good working order. To facilitate the operation of the SMOOV® App, the End-user will be responsible for, *inter alia*, the following:

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

8. Changes to the Application

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

9. Intellectual Property

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

CHAPTER 2

10. Charging

- 10.1 The SMOOV® App will enable the End-user to start, stop, and pay for charging at the Charging Sockets.
- 10.2 The End-user must have concluded an agreement with a Service Provider in order to purchase charging services. If the End-user has not yet concluded an agreement with a Service Provider, the End-user can use a referral on the SMOOV® App to conclude an agreement for charging services with VandeBron Energie B.V., based in

Amsterdam, the Netherlands. VandeBron Energie B.V. will then act as the Service Provider.

- 10.3 When using the Charging Sockets, the End-user shall comply with all requirements applicable to charging; specifically, the requirements imposed by Allego, as well as any applicable statutory safety and other requirements.
- 10.4 Allego does not guarantee Charging Socket network density and/or the adequate availability of Charging Sockets. Neither does Allego guarantee that the Charging Sockets will be operational at all times without any disruption and/or failures or that these will be available.
- 10.5 Allego shall at all times be entitled to remove one or more Charging Sockets without any prior notification being required.

11. Liability

- 11.1 A Charging Socket operates with the assistance of the requisite communication infrastructure (which may or may not be publicly owned), such as mobile and other Internet connections. Allego does not warrant that such infrastructure will operate without disruptions or failures. Allego accepts no responsibility for the access and use of the Platform referred to in Clause 2 of this Contract.
- 11.2 The End-user shall be liable for any harm or loss resulting from the inexpert or careless use of a Charging Socket and shall indemnify Allego against any third-party claims relating thereto. The End-user shall also indemnify Allego against any third-party claims relating to conduct or circumstances for which the End-user bears the risk and/or expense.
- 11.3 Allego shall be liable for any harm or loss the End-user incurs as a consequence of Allego's culpable failure to perform its contractual obligations to the End-user, subject to the condition that, within 10 business days after the date on which the End-user discovers, or could reasonably be expected to have discovered, the failure to perform or wrongful act, the End-user notifies Allego of same in writing, thereby, to the extent legally required, serving Allego with notice of default and affording Allego a reasonable time to perform its obligation or rectify its wrongful act.
- 11.4 The liability referred to in the previous paragraph of this clause shall – if and to the extent possible and with due observance of mandatory liability law – be limited to damages for direct harm or loss.
- 11.5 Allego shall not be liable for any harm or loss the End-user may incur as a result of being unable to charge (or fully charge) the Electric Vehicle or as a result of the use or operation of a Charging Socket. Allego shall not be liable if an Electric Vehicle cannot be charged (or safely charged) due to a defect in the Electric Vehicle and/or any of the auxiliary equipment used, such as charging cables.
- 11.6 All liability on the part of Allego for any indirect harm or loss is hereby excluded.
- 11.7 The restrictions listed in the previous paragraphs of this clause shall lapse if and to the extent that the harm or loss is the consequence of an intentional act or omission [*opzet*] or gross negligence [*grove schuld*] on the part of Allego.

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

CHAPTER 3 RATES AND PAYMENT

12. Costs

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

12.2 A fee is charged per Charging Session for access to the charging infrastructure. That fee consists of one or more of the following components:

- Fixed starting fee (amount dependent on the location and the charging power purchased);
- Variable charging rate (hourly rate or per-kWh rate) (amount may be dependent on the location and the charging power purchased);
- Possible transaction fees, depending on the payment method (see Clause 14);
- Possible connection charges, for the time that the Electric Vehicle is not being charged but is still connected to the Charging Socket.

12.3 In addition to the fee Allego charges for access to the charging infrastructure, charging is also subject to a fee by the Service Provider for providing charging services.

12.4 Prior to the Charging Session, the End-user will be informed about the specific fees Allego charges at the relevant Charging Socket. If the End-user has entered into an agreement with VandeBron Energie B.V. for the supply of charging services and pays for the Charging Session via a payment service, he/she will be informed of the fees charged after the Charging Session is completed. If the End-user pays using a validated charging card number that he/she has registered in his/her user account, the Service Provider with which the End-user has already concluded an agreement for the supply of charging services will charge the End-user for the Charging Session. In such case, the fee charged may differ from the fee shown in the SMOOV® App prior to the Charging Session. In that case, only the fee that will be invoiced by Allego to this Service Provider will be shown after the Charging Session.

13. Payment

13.1 Payment can be made using two methods, i.e. by paying the Service Provider if the End-user already has a charging card number, or by means of a payment service if payment is being made to VandeBron Energie B.V., as explained below:

13.1.1 *Service Provider:* using the validated charging card number that the End-user has registered in his/her user account, the fee for the Charging Session will be invoiced by the Service Provider. The End-user will then pay the Service Provider for the charging services.

13.1.2 *VandeBron Energie B.V.'s payment service:*

- direct debit collection: charging fees will be collected via direct debit per Charging Session from a bank account which the End-user has authorised a payment service to debit, as specified in the direct debit collection authorisation form [*machtiging automatische incasso*]. In the case of direct

debit, the End-user shall have a period of 56 days to reverse the collection. The End-user shall also have a period of 13 months from the payment date to dispute a collection.

- 13.2 The relevant payment service provider's terms and conditions will apply to payments made via that payment service.

CHAPTER 4 MISCELLANEOUS

14 Other Provisions and Applicable Law

- 14.1 Allego shall at all times be authorised to amend these Conditions on a unilateral basis.
- 14.2 In performing this Agreement, Allego shall be entitled to engage third parties or to assign all or part of the rights and obligations under this Agreement to a third party. The End-user hereby consents in advance to the assignment of its legal relationship with Allego to a third party.
- 14.3 If, for whatever reason, one or more provisions of these Conditions is invalid or null and void or is nullified, the remaining provisions shall remain in full force, and the Parties shall consult in order to put in place a replacement provision such that the intention and purport of the provision that is to be replaced is preserved as far as possible.
- 14.4 This Contract and these Conditions are governed by the laws of the Netherlands. Any disputes relating hereto or ensuing herefrom shall be submitted to the Arnhem branch of the Gelderland District Court.