

TERMS OF USE

APP & DASHBOARD

Last revised: July 1, 2025

1. Applicability

These Terms constitute a legally binding agreement between Smappee and any User of the App or Dashboard concerning the User's access to - and use thereof. Access to - and use of the App and/or Dashboard is subject to the User's acknowledgment and acceptance of these Terms which will be registered electronically and logged upon first use of the App and/ or Dashboard by checking the box "accept terms of use" (or any similar statement).

If the User does not agree with these Terms, the User must immediately discontinue any use of the App and/ or Dashboard and delete the (mobile) application on any of its devices.

Additional terms and conditions or documents that may be posted in the App or Dashboard from time to time are hereby expressly incorporated in these Terms by reference. Smappee reserves the right, in its sole discretion, to make changes or modifications to these Terms at any time and for any reason. Smappee will alert the User about any changes by updating the "last revised" date of these Terms. The User hereby waives any right to receive specific notice of each such change. The User will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by its continued use of the App and/ or Dashboard after the date such revised Terms are posted.

2. Definitions

The capitalized words used in these Terms will have the following meaning:

"App": Smappee mobile device application ('Smappee Mobile App', to be downloaded from the designated mobile application providers).

"Content": all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the App or Dashboard.

"Dashboard": the Smappee dashboard (as accessible through the Smappee website (<https://www.smappee.com>)).

"Documentation": all technical documents, manuals, instructions, specifications and other documents and materials that are available to the User and which may change from time to time in any medium, describing the functionality, components, features or requirements of the App or Dashboard.

"Feedback": the User's input regarding the App and Dashboard including, without limitation, comments,

ideas, suggestions or other information regarding the usability, possible creation, modification, correction, improvement or enhancement of the App or Dashboard; excluding strictly personal data (name, address, bank account number, etc.).

"Force Majeure": means any act, event or circumstance which is beyond the reasonable control of Smappee, its affiliates or (sub)contractors and which interrupts the accessibility, availability or functionality of the App or Dashboard.

"Marks": all trademarks, service marks and logos included in the App or Dashboard.

"Smappee": means one or more of the following companies, including where relevant their affiliates, depending on whether the registered address of the User is located in (i) Europe, (ii) North-America or (iii) APAC or Oceania:

- (i) Smappee NV, a public limited liability company incorporated under Belgian law, having its registered office at Evolis 104, B-8530 Harelbeke, registered with the Crossroads Bank for Enterprises under number 0849.366.642;
- (ii) Smappee Inc., a private limited liability company incorporated under US law, having its registered office at 55 Madison Avenue, Suite 400 Morristown, New Jersey (US)07960, United States; listed under enterprise number VAT. EIN61-1750640; or
- (iii) Smappee PTY, a private limited liability company incorporated under Australian law, having its registered office at 1/575 Darling Street, Rozelle, New South Wales 2039, Australia, and registered under number AU21627146874.

"Terms": the present terms and conditions for the use of the App and Dashboard by the User, as may be amended from time to time.

"User": any person using the App or Dashboard, whether it is on their own behalf or on behalf of a legal entity and whatever their intended use of the App or Dashboard (installation, configuration or steering of any Smappee Product; purchase of add-ons relating to the Smappee Products of Services). If the User uses the App or Dashboard on behalf of a legal entity or another person, this legal entity or other person shall also be deemed to be a User for the purposes of these Terms.

"Buyer" means the company or natural person directly purchasing Products or Services from Smappee.

"EV Charging Station" means the EV charging station placed at the disposal of the User for charging its electric vehicle (EV).

"(Smappee) Smart Charge Card" means the card issued by Smappee or by a third party eMPS provider and provided to the EV driver enabling the EV driver to charge its EV at an EV Charging Station (or Location).

“**Location**” means the User’s home or the Buyer’s company premises where a Smappee EV Charging Station is located and where User can charge its EV.

“**Charging Services**” means all services offered by Smappee to the User and which relate to the charging of the EV of the User (such as the use of a Smappee Smart Charge Card at a Smappee EV Charging Station, a third-party EV Charging Station, charging at a Smappee EV Charging Station using another payment method, using the Smappee Mobile App. The Charging Services are defined in more detail in Art.5 of these Terms.

3. Use of the App and/or Dashboard

The User warrants that it shall not:

- permit any third party to access the App or Dashboard nor attempt to gain unauthorized access to the App or Dashboard, its related systems and networks or permit direct or indirect access to or use of the App or Dashboard in a way that circumvents the usage limit;
- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute any part or Content of the App or Dashboard and/or Documentation, in any form, including for the purpose of building a competitive platform or to copy any features, functions or graphics of the App or Dashboard;
- decipher, decompile, disassemble, or reverse engineer any of the software comprising- or in any way making up a part of the App or Dashboard;
- sell, rent, lease, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make use of the App or Dashboard except as expressly permitted;
- bypass or breach any security device or protection used for or included in the App or Dashboard;
- engage in any activity which interferes with or disrupts the App or Dashboard;
- use the App or Dashboard to store, upload, download, post, email or transmit (i) infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third party privacy rights; (ii) code, files, scripts or programs intended to do harm, including any form of malware, for example, viruses, worms, time bombs and Trojan horses designed to interrupt, deny, damage, destroy or limit the functionality of any software or hardware; (iii) material or Content which (a) it may not transmit under any law or under contractual or other relationships (such as proprietary and confidential information) or intentionally or unintentionally does anything which may violate any applicable law or regulation; (b) infringes any patent, trade mark, trade secret, copyright, database right or other intellectual property rights of any person or entity; (c) consists of unsolicited or unauthorized advertising, promotional materials or any other form of solicitation; (d) harms, or attempts to harm minors in any way or stalks or harasses a person (e) does anything which may directly or indirectly interfere with or disrupt the (use of the) App or

Dashboard or servers or networks connected to the App or Dashboard, or disobey any requirements, procedures, policies or regulations of any networks connected to the App or Dashboard; (f) collects, attempts to collect or stores personal data of other users of the App or Dashboard.

- engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”);
- use the App or Dashboard in a manner inconsistent with any applicable laws or regulations.

The User shall:

- ensure that its hardware, software, network connectivity and systems comply with the relevant specifications set out herein and in the Documentation;
- be responsible for procuring and maintaining its network connections and telecommunication links from its systems to the App or Dashboard;
- implement the necessary precautions to prevent the introduction and proliferation of a virus onto the App or Dashboard.

If the User becomes aware of any breach hereof, it shall promptly notify Smappee. Smappee reserves the right to investigate the User’s account if there is a justified suspicion of unlawful activities or activities in breach of these Terms.

4. Feedback

The User acknowledges and agrees that any Feedback is non-confidential and shall become Smappee’s sole property. Smappee shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to the User. The User hereby waives all moral rights to any such Feedback and hereby warrants that any such Feedback is original to it or that it has the right to submit such Feedback. The User represents and warrants there shall be no recourse against Smappee for any alleged or actual infringement or misappropriation of any proprietary right in its Feedback.

5. Charging Services

5.1 All applicable initial prices for the Charging Services are inclusive of VAT and are displayed before the charging session starts. These initial prices may include fees per kWh of energy, fees per time period during which an EV is parked at the EV

Charging Station, session start fees, and any other listed initial charges. The User acknowledges that the final Price for the Charging Services (the Charging Fee, see below) strictly depends on the usage, e.g., the charging duration, the number of kWh consumed, and therefore cannot always be automatically provided before the session begins. If the User is a consumer, all prices are all inclusive.

5.2. The User is responsible for ensuring that (i) charging is correctly started and terminated; and (ii) the EV charging station is suitable for the EV to be charged. The User will not use EV Charging Stations displaying an error message or that are visibly defective or damaged.

The User is responsible for ensuring that the registered Smart Charge Card (including the Smappee Smart Charge Card) is valid, has sufficient balance, and is not blocked. If the Smart Charge Card or other payment method (e.g. credit card) cannot be charged, Smappee reserves the right to request payment by other means, e.g., by sending a separate invoice or suspending the account.

After registration the User must enter his/her email address and chosen password to log into the Smappee account. The User is responsible to protect his/her password from misuse and will notify Smappee immediately of any unauthorized use.

The User is responsible for complying with any specific parking restrictions or regulations at the EV Charging Station (e.g., instructions displayed on the station or given by the operator's personnel).

5.3 The User can start a charging session at EV charging station available through the App or a charging key (Smart Charge Card). If available, the User can start a session by scanning the QR code on the station, provided the code works. Charging station availability is subject to change.

As Smappee collaborates with various charging station operators (CPO) who are themselves responsible for (i) the operation and maintenance of their stations and (ii) providing accurate information about their stations, Smappee cannot guarantee the functionality or availability of stations or the accuracy of such information. Smappee will, however, make reasonable efforts to provide and update this information within the Charging Services.

Additionally, (i) the EV being charged and (ii) any equipment used by the User (e.g., voltage converters, adapters, or cables) must be suitable for their intended purpose, compatible with the EV charging station, and comply with applicable laws at all times. Smappee is not liable for any malfunction or damage caused by a defect in the EV and/or the equipment used.

5.4. In consideration of the provision of the Charging Services, Smappee shall be entitled to a Charging Fee. This Charging Fee is invoiced (through SEPA Direct Debit Mandate) on a monthly basis. Furthermore, the monthly invoice also provides an overview of all the transactions.

To view past invoices or the current month's balance, the User can log into his/her account.

To file a complaint, the User will notify Smappee within six (6) months of the relevant transaction. Complaints regarding incorrect Charging Fee will be processed by Smappee. If the complaint is accepted, Smappee will promptly refund the amount. If rejected, Smappee will explain the outcome and its reasoning.

In the event of non- or late payment, the Charging Fee shall be increased automatically and without notice of default with a fixed amount of 15% of the unpaid invoice with a minimum of 250 euro irrespective of the right of Smappee to demand higher compensation upon proof of actual damage. In addition, interest is due automatically and without notice of default, at the rate of 15 % per annum on the outstanding amount.

If the User is a consumer: In the event of full or partial late payment, a default notice, which serves as the first reminder, Smappee will be sent to the User for the outstanding balance at no additional charge. If no payment is made within 15 days following the date on which this first reminder was sent to the User, the outstanding debt will be increased by a late payment interest of 10% per year, calculated from the day following the date of the first reminder.

In addition, in the event of full or partial late payment, Smappee is entitled to lump-sum compensation, which will be due starting from the 15th day following the date the first reminder was sent, if no payment is made within this period. The lump-sum compensation is calculated as follows:

€ 20.00 if the outstanding balance is less than or equal to € 150.00;

€ 30.00 plus 10% of the outstanding amount for the portion between € 150.01 and € 500.00;

€ 65.00 plus 5% of the outstanding amount for the portion above € 500.00, with a maximum of € 2,000.00 if the outstanding balance exceeds € 500.00.

5.5 The User must notify Smappee immediately if he/she suspects his/her Smappee account or Smart Charge Card has been used by an unauthorized person or in an unauthorized way.

In case of loss of Smart Charge Card or the mobile phone with access to the App, the User will notify

Smappee immediately. Failure to do so may result in the User being held liable for any resulting losses.

Upon notification of loss or theft, Smappee will block the Smart Charge Card; a blocked Smart Charge Card cannot be reactivated. However, the User can order a new Smart Charge Card.

5.6 Smappee Services is not responsible or liable for:

(i) The continuous availability and operability of (a) the public electricity, internet, and communication infrastructure necessary for charging unless Smappee Services itself caused the unavailability, and (b) the operation of the EV Charging Station.

(ii) Suspension of the Charging Services for reasons that later turn out to be incorrect, provided that Smappee Services had reasonable grounds at the time to suspend it.

6. Intellectual Property Rights

The App and Dashboard, the Content and the Marks are proprietary property of Smappee, owned or controlled by Smappee or licensed to Smappee, and are protected by copyright and trademark laws and various other intellectual property rights (under any jurisdiction whatsoever). The Content and the Marks are provided on the Site "AS IS" for the User's information and personal use only. No part of the App or Dashboard and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without express prior written permission of Smappee.

The use of the App or Dashboard or acceptance of the Terms does not entail an assignment of any intellectual property right to the User. The User only acquires a limited right of use as set out in these Terms.

The User will refrain from any infringement against Smappee's intellectual property rights at any time.

Nothing in these Terms shall give to the User or any other person any right to access or use the source code or constitute any license on the source code.

7. Processing of personal data

Any personal data shall be processed in accordance with Smappee's privacy policy (as can be consulted on Smappee's website: <https://www.smappee.com/>).

8. Disclaimer

Smappee does not warrant that the User will be able to use the App or Dashboard uninterrupted or clear of any errors or harmful code. Smappee delivers the App and Dashboard to the User 'AS IS' and 'AS

AVAILABLE'. URL's (links) or Content arising from or displayed in the App or Dashboard but controlled by third parties can never lead to breach of liability by Smappee. Smappee does not warrant that the App or Dashboard is or will be compatible with any device or browser whatsoever used by User.

Smappee does not provide any warranty or guarantee whatsoever in relation to the App or Dashboard, including any implicit or legally determined warranties, such as warranties regarding the proper functioning, sufficient quality, suitability for purpose, reliability, availability, accuracy, completeness, absence of infringement of (intellectual) property rights of third parties, absence of viruses, presence of sufficient support services, etc.

Smappee can temporarily restrict or block access to the App or Dashboard whenever it is deemed necessary. As far as reasonably possible, Smappee will inform the User regarding the limited or blocked access. Smappee cannot be held responsible or liable for the consequences of any interruptions of the App or Dashboard whether the interruption is caused by a Force Majeure event, the installation of updates or the servicing and maintenance of the App or Dashboard.

Smappee makes no representations or warranties regarding any specific level of cost savings or reduction in electricity usage resulting from the use of charging or energy management services activated through the App or Dashboard. Actual energy costs and savings may vary and depend on numerous factors beyond Smappee's control, including but not limited to Customer behavior, consumption patterns, energy tariffs, and external environmental or market conditions.

Under no circumstances will Smappee be liable for:

- (i) the direct or indirect (financial) consequences of the decisions made by- or on behalf of the User on the basis of the App or Dashboard or its Content or the Documentation whether or not such decisions result from the proper or improper use of the App or Dashboard and its resp. functionalities;
- (ii) damage, following directly or indirectly from the improper usage or installation of the App or Dashboard;
- (iii) any losses arising out of Force Majeure or resulting from external causes;
- (iv) any loss of profits or anticipated savings, loss of revenue or income, loss of business, contracts or opportunities, loss or corruption of any data, database or software, any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect the User's hardware, software, data or other material.

Smappee does not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the App or Dashboard, any hyperlinked website or any

website or mobile application featured in any banner or other advertising and Smappee will not be party to or in any way be responsible for monitoring any transaction between the User and any third party providers of products or services.

No provision of these Terms will (i) limit or exclude any liability for death or personal injury resulting from negligence; (ii) limit or exclude any liability for fraud or fraudulent misrepresentation; or (iii) limit any liabilities in any way that is not permitted under applicable law.

Parties exclude the possibility for a non-contractual liability claim against Smappee. The Parties also exclude the possibility for the User to hold the director(s), employee(s), self-employed service provider(s), or any other auxiliary person of Smappee non-contractually liable (pursuant to Article 6.3, §2 of the New Civil Code). This exclusion does not apply: (i) in the event of a criminal offense on the part of the involved auxiliary person, (ii) for subcontractors/self-employed service providers who are not a director of Smappee and are bound by a fixed-term contract or a contract for a clearly defined performance (e.g., a subcontractor who is only engaged for a specific project of Smappee or a supplier of goods (materials), provided they qualify as an auxiliary person under Article 6.3, §2 of the New Civil Code).

For the avoidance of doubt, it is clarified that Smappee can only be held liable towards the User who is also a Buyer, i.e.: a User who purchases directly from Smappee).

9. Indemnification

The user agrees to defend, indemnify, and hold Smappee harmless, including its subsidiaries, affiliates, and all of its respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) Feedback; (2) use of the App or Dashboard; (3) breach of these Terms; (4) any breach of the User's representations and warranties set forth in these Terms; (5) the violation of the rights of a third party by the User, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the App or Dashboard with whom the User is connected via the App or Dashboard.

10. Term, suspension and termination

Smappee may terminate or suspend access and use of the App or Dashboard by the User, without prior notification, upon violation by the User of any provision of these Terms.

These Terms remain in effect for the entire period the User has a registered account on the App or Dashboard or makes use of the App or Dashboard in any other way.

11. Varia

In case of Force Majeure, Smappee is entitled to, either suspend access to - or certain functionalities on the App or Dashboard for the duration of the period this situation exists, or to definitively dissolve the App or Dashboard, without this resulting in any right to damages for the User.

In the event that any provision of these Terms is found to be unenforceable, this does not affect the applicability of other provisions as a whole. The unenforceable provisions shall be changed and mitigated (by the courts) so that they are in accordance with statutory provisions.

The failure of, or any delay in, exercising any right or remedy under these Terms on the part of Smappee shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other remedy granted hereby or by any related document or by law.

Any dispute concerning these Terms and the use of the App and Dashboard shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with the use of the App or Dashboard and these Terms shall be settled by the Courts of Kortrijk or the competent court of the jurisdiction in which the User who is to be qualified as a consumer has its registered address.

The English version of the Terms prevails over any local language version in case of discrepancy.

Please check our website for other languages or additional information and documentation.

To contact us, please email us at info@smappee.com.