

# GENERAL TERMS & CONDITIONS SMAPPEE SERVICES

## SPLIT BILLING, CPO AND EMSP SERVICES

Last revision: July 15, 2025

### ART.1. APPLICABILITY

1.1. These General Terms and Conditions of Service ("GTCS") apply to, and form an integral part of, all offers, proposals, orders and agreements relating to the delivery of the Services provided by Smappee Services BV ("Smappee Services").

Any general terms and conditions of the Buyer shall not apply, notwithstanding any provision to the contrary contained therein. Any deviations from these GTCS shall not apply unless the Parties have expressly agreed to them in writing (in whole or in part). Purchasing the relevant Services requires acceptance of the GTCS by the Buyer.

1.2. These GTCS can be consulted on the Smappee Services [website](#). Smappee Services reserves the right to unilaterally modify or supplement these GTCS at any time. In this case, Smappee Services shall inform the Buyer of the modified GTCS at least one (1) month before they come into effect. If these modifications are to the disadvantage of the Buyer, the Buyer shall be entitled to terminate its agreement with Smappee Services, subject to notification by registered letter within the month following notification of the modification of the GTCS. This termination shall not give rise to any right to compensation, subject to the payment by each Party to the other of all sums already due.

### ART.2. DEFINITIONS

"Agreement" means the binding agreement between Buyer and Smappee Services, entering into force upon acceptance of these GTCS at the moment of account registration and selection of the relevant Service(s);

"Business Subscription" is the batch of services to which the Buyer subscribed (via Dashboard), including but not limited to CPO Services and other services that may be offered by Smappee;

"Buyer" means every entity, including where applicable, purchasing Services from Smappee Services;

"Start Date" means the date of acceptance of these GTCS by the Buyer; "EV Charging Station" means the EV charging station placed at the disposal of the User for charging its electric vehicle (EV);

"User" means the end-user / EV-driver, charging its electric vehicle (EV) at the Location or at any public charging station and being entitled to do so subject to an agreement with the Buyer. The User and the Buyer can also be the same (legal) person if the User enters into a direct Agreement with Smappee and purchases Services directly from Smappee Services.

"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;

"Services" means the CPO Services, Split Billing Services, eMSP Services, and/or Charging Services, offered and provided by Smappee Services to the Buyer and purchased by the Buyer;

"Split Billing Services" means the service facilitated by Smappee Services consisting of the reimbursement of a User for the private charging costs of at the Location, at the rate, terms and conditions as agreed upon between the Buyer and the User; the Split Billing Services are defined in more detail in Art.5 of these GTCS and can be procured by the Buyer as an add-on to the Business Subscription;

"CPO Services" means the charge-point-operator (CPO) services facilitated by Smappee Services consisting of payment and invoicing of public charging sessions at Buyer's EV Charging Stations; the CPO Services are defined in more detail in Art. 6 of these GTCS;

"eMSP Services" means the e-mobility services provided by Smappee Services consisting of the payment and invoicing of public charging sessions effectuated by means of a Smappee Smart Charge Card; the eMSP Services are defined in more detail in Art.7 of these GTCS and can be procured by the Buyer as an add-on to the Business Subscription;

"Charging Services" means all services offered by Smappee Services to the User and which relate to the charging of his/her EV (such as the use of a Smappee Smart Charge Card at a Smappee EV Charging Station (for example on the Location), a third-party EV Charging Station, charging at a Smappee EV Charging Station using another payment method, using the App (as described in the Platform Service Terms) etc..... The Charging Services are defined in more detail in Art. 8 of these GTCS.

"Smappee Dashboard" means the application hosted by Smappee Services where i) an overview of the Service(s) is listed, ii) Buyer can select the requested Service(s), iii) Buyer authorises payment of the Fees via SEPA mandate (if applicable for the relevant Service) and iv) Buyer can create Users linked to its account;

"(Smappee) Smart Charge Card" means the card issued by Smappee Services 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);

"Smappee Services" means Smappee Services BV, a limited liability company organized and existing under the Laws of Belgium, having its registered office at Evolis 104, 8530 Harelbeke, and registered with the Belgian Crossroads Bank for Enterprises under number 0835.376.866 (RPR Gent, division Kortrijk); Smappee Services is known for providing accurate energy data and in-depth insight of energy consumption and has the technology to provide Split Billing Services, CPO Services and eMSP Services in connection with EV Charging Station(s);

"Price" means the i) cost for (Smappee) Smart Charge Card, ii) the Subscription Fees payable for the relevant Services selected by the Buyer.

### **ART.3. SERVICES**

3.1. Smappee Services shall provide the Services in accordance with these GTCS. The use of the Smappee App or Smappee Dashboard by the Buyer or by the User is subject to acceptance of the Terms of Use of the App and Dashboard.

3.2. The Services can be regularly updated and enhanced. Smappee Services has no obligation to provide future features of the Services or may also decide to stop providing certain Services.

3.3. Buyer may provide feedback to Smappee Services on the Services, which may be used by Smappee Services to modify and improve its Services going forward.

### **ART.4. PRICES**

4.1 Unless expressly stipulated otherwise, Prices are expressed in Euro and exclude VAT and other taxes, duties, surcharges or contributions of any kind.

If the Buyer/User is a consumer, all prices are all inclusive. Whenever the term 'consumer' is used in this GTCS, it refers to the definition of 'consumer' as set out in Article I.1, 2° of the Belgian Code of Economic Law.

4.2. Smappee Services shall be entitled to adjust its Prices annually. If Prices are adjusted during the Term, the adjusted Price will take effect one (1) month after the day on which the Buyer was notified

thereof, unless the notification specifies another date of entry into force. If the Buyer does not accept the adjusted Price, the Buyer may terminate the Agreement within a period of one (1) month after the notification. In absence of a timely notice, the Agreement will continue under the adjusted Price. If the Price increase relates only to a particular Service, the Buyer's right is limited to the possibility of cancelling the relevant Service in the same way and under the same conditions.

4.3. Payment and invoicing streams related to the relevant Services between Smappee Services and Buyer (and/or between Smappee and the User) shall be defined in detail in Article 5 (Split Billing Services), Article 6 (CPO Services), Article 7 (eMSP Services) and Article 8 (Charging Services) of these GTCS.

4.4. Unless otherwise agreed upon in a separate agreement or for specific Services, payment of the Prices is effectuated automatically by SEPA Direct Debit Mandate: Smappee Services requests payment within ten (10) calendar days after the end of the month.

4.5. In the event of non- or late payment, the invoice(s) shall be increased automatically and without notice of default with a fixed amount of 15% of the unpaid invoice at a minimum of 250 euro irrespective of the right of Smappee Services 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. All invoices, also those not yet due, shall become due and payable and any future payment facilities or discounts shall lapse. Furthermore, Smappee Services retains the right to suspend the Service(s) in case of non- or late payment of the relevant Price.

If the Buyer/User is a consumer: In the event of full or partial late payment, a default notice, which serves as the first reminder, 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 Services is entitled to a 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.

4.6. Smappee Services shall be entitled to set-off any and all sums owned by the Buyer to Smappee Services against any and all sums owed by Smappee Services to the Buyer.

4.7. The Buyer is solely responsible for the payment of all sales, use, value added, and similar taxes incurred in connection with fees charged to the Users. Where Smappee Services is required by law to collect and/or remit the tax for which the Buyer is responsible, the appropriate amount shall be invoiced to the Buyer and deducted by Smappee Services from Users' fees, unless the Buyer has otherwise provided Smappee Services with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

## **ART.5. SPECIFIC TERMS APPLYING TO SPLIT BILLING SERVICES**

### **5.1. EV Charging Station**

5.1.1. Unless otherwise agreed between the Parties in a specific agreement, Smappee Services is not responsible for the installation of EV Charging Station at the Location (of the User). It is the sole responsibility of the Buyer to install (or have installed by an installer) the EV Charging Station at the Location (of the User), at its own expense and risk, and to ensure that such installation is technically available for Smappee Services to provide the Services under the terms and condition of the Agreement. The EV Charging Station is and shall remain the personal property of the Buyer.

5.1.2. The EV Charging Station is equipped with the Smappee Services software, enabling Smappee Services – after activation of the EV Charging Station – to provide its Services. This includes mapping the transactions of the charging sessions at the RFID card level, juxtaposing them against an agreed upon rate, and carry out pay-out between the Buyer and the User for charging sessions. As such, the Buyer hereby grants Smappee Services (and its affiliated entities) a non-assignable, non-transferable, and non-exclusive right to access the EV Charging Station for the purpose of deploying the relevant Service(s) in accordance with the terms and conditions of the Agreement.

### **5.2. Smappee Dashboard**

For each User created in Buyer's account in the Smappee Dashboard, the Buyer provides Smappee Services with the following information on the respective User:

- the personal email address of the User;

- the (Smappee) Smart Charge Card of the User linked to the EV Charging Station;
- the remuneration rate per kWh defined by the Buyer, applied to calculate the electricity reimbursement to the User; only the Buyer is able to request changes; such changes will be effective as of the next invoice period;
- the User's bank account number that will be used by Smappee Services to issue the electricity reimbursements to the User.

After the registration, the User will receive an activation email. After activation by the User, the EV Charging Station shall be ready to be used for charging, invoiced through split-billing, provided that the User uses the (Smappee) Smart Charge Card provided to him/her by the Buyer.

### **5.3. (Smappee) Smart Charge Card**

Split Billing Services requires the use of a (Smappee) Smart Charge Card, provided by the Buyer to the User, that links a User to an EV Charging Station. Only charging sessions on the EV Charging Station effectuated with such (Smappee) Smart Charge Card will enable Split Billing Services.

The terms and conditions regarding the use of the (Smappee) Smart Charge Card are exclusively agreed upon between the Buyer and the User, to the exclusion of Smappee Services. Smappee Services shall not be responsible for improper use of the (Smappee) Smart Charge Card.

### **5.4. Electricity Reimbursements**

The Buyer shall inform each User that the User is solely responsible for the payment of its electricity costs and will always pay his full electricity bill to his energy supplier, including VAT and other taxes and charges.

As a form of compensation for the electricity that is being used for charging the User's EV, the Buyer can decide to reimburse the User's charging costs at relevant EV Charging Station.

The User and the Buyer exclusively agree on the rate, the terms and conditions of such reimbursement (the "Electricity Reimbursement") to the exclusion of Smappee Services. The Buyer and the User shall be solely responsible for determining the Electricity Reimbursement(s) in compliance with all applicable laws and regulations. More specifically, the Buyer undertakes all commercially reasonable efforts to comply with the regulations imposed and published by the relevant local authorities.

Smappee Services is not responsible for informing the Buyer and/or the User of applicable laws or changes thereto or actual failure of the Buyer and/or the User to comply with such applicable laws and regulations nor for any damages incurred by the User or the Buyer caused by the Buyer not being compliant with applicable laws, regulations or

communications of the government when determining the Electricity Reimbursement.

Smappee Services will remit the Electricity Reimbursement, if and insofar received from the Buyer to the User.

Smappee Services is not responsible for the insolvency or non-payment of the Buyer of the Electricity Reimbursement(s). The Buyer shall indemnify, defend and hold Smappee Services harmless from any and all claims brought against Smappee Services in that regard.

Split Billing sessions will be processed monthly by Smappee Services. Following documents are created:

- reimbursement request towards the Buyer: split billing sessions for all the Users.
- overview of the split billing session as well as the Electricity Reimbursements made can be consulted in the Buyer's account on the Smappee Dashboard.

The Buyer and the User are solely responsible for the payment of all taxes and charges incurred in connection with electricity reimbursement(s).

#### 5.5. Split Billing Subscription Fee and payment

In consideration of the provision of these Split Billing Services, Smappee Services shall be entitled to a Split Billing Subscription Fee. This fee is invoiced (through SEPA mandate – as per Art.4) on a monthly basis. Furthermore, the monthly invoice also provides an overview of all the electricity reimbursements.

### 6. SPECIFIC TERMS APPLYING TO CPO SERVICES

#### 6.1. CPO Services

Smappee Services offers to the Buyer, who owns and exploits one or more EV Charging Stations, CPO services, consisting of monitoring and payment services related to the use of EV Charging Stations by the Buyer's Users. These CPO Services, provided by Smappee Services enable the Buyer to sell & invoice (certain) Users a price for their public charging sessions.

This price invoiced to the User includes:

- the cost due to the Users for the energy consumed/charged into the EV,
- the roaming,- or eMSP fee applicable to the respective charging session (if applicable).

#### 6.2. Users

At the relevant Charging Station, the following payment options are made available for the Users of the EV Charging Station(s):

- "Payment cards" linked to an account in the Smappee mobile App. This method allows a User to pay for a charging session by scanning a QR code. Initially, a credit card needs to be linked to the Smappee account created in the App. ("Scan & Charge")
- "Public charging cards": This method allows the User to pay for a charging session by swiping a Smart Charge Card from Smappee or a third party eMSP (e-Mobility Service Provider). ("Swipe & Charge")
- Payment via a payment terminal.

Smappee Services undertakes to process the payments by the Users and settles the balance of the Users costs with the Buyer on a monthly basis.

#### 6.3. Charging costs

The Buyer shall have sole authority (i) to create access control lists for configuration, and (ii) to set the (differentiated) pricing of the Users fees. The Buyer will provide Smappee Services with prior written notice of any adjustment of the access control list, the Users ought to be / not to be invoiced for a charging session and/or the (differentiated) pricing of the User's fees.

The cost charged to the User for the electricity consumed for each charging session is determined solely by the Buyer, exploiting the relevant EV Charging Station, provided however that the Buyer undertakes all reasonable efforts to determine fees in compliance with all applicable laws and regulations (including without limitation any restriction on per-kWh pricing published by the relevant authorities) and to respect Smappee's acceptable use policy communicated to the Buyer. Further, the Buyer shall ensure visibility of the costs for the charging sessions in effect on the relevant Charging Station.

As such, the Buyer acknowledges that Smappee Services is not responsible for informing the Buyer of applicable laws or changes thereto, and Smappee Services will not be liable to the Buyer, to the User or to any third party for any alleged or actual failure of the Buyer to comply with such applicable laws and regulations. Any complaints of Users with respect to the costs charged for a charging session at the relevant Charging Station (as set and defined by the Buyer) shall be dealt with by the Buyer.

#### 6.4. The provision of the CPO Services is included in the scope of the Business Subscription

6.5. The Buyer commits to be informed about the applicable NAC-Code laws and regulations relevant to the exploitation of public charging infrastructure and shall be responsible for compliance with such laws and regulations

applicable for the exploitation of the relevant Charging Station(s).

## **7. SPECIFIC TERMS APPLYING TO EMSP SERVICES**

7.1. Subject to acceptance of these GTCS and payment of the relevant cost for a Smappee Smart Charge Card, Smappee Services will provide the Buyer with the requested number of Smappee Smart Charge Cards within a reasonable period of time, which will allow the Buyer and its Users to take advantage of the eMSP Services. Smappee Services will charge the costs of issuing the Smappee Smart Charge Card to the Buyer. All risks associated with the loss of the Smappee Smart Charge Card are transferred to and borne by the Buyer from the date of shipment of the Smappee Smart Charge Card.

7.2. Unless Smappee Services gives its express and written consent, the Buyer is prohibited under all circumstances from selling, transferring, sub-leasing or otherwise commercializing the Smappee Smart Charge Cards /or related Services assigned to him in any way, be it in whole or in part. Any breach of this prohibition will be considered an irreparable breach and will entitle Smappee Services, at its sole discretion, to temporarily suspend the Smappee Smart Charge Cards and Services as long as the Buyer fails to remedy these breaches or to terminate the Agreement by operation of law, without prior notice.

7.3. The cost charged to the User for the electricity consumed for each charging session, using the Charge Card, is determined solely by the CPO exploiting the relevant EV Charging Station (and as such, price setting is not instructed by Smappee in any way).

The applicable cost charged to the Users for the electricity consumed for a charging session can be consulted by the Users in the Smappee mobile Application.

7.4. Smappee Services shall invoice the applicable roaming fee incurred for each charging session using the Charge Card, through SEPA mandate, on a monthly basis.

## **8. SPECIFIC TERMS APPLYING TO CHARGING SERVICES**

8.1 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 acknowledge 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.

8.2 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 Services reserves the right to request payment by other means, e.g., by sending a separate invoice or the suspend 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 Services 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).

8.3 The User can start a charging session at EV Charging Stations 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 Services 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 Services cannot guarantee the functionality or availability of stations or the accuracy of such information. Smappee Services 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 Services is not liable for any malfunction or damage caused by a defect in the EV and/or the equipment used.

8.4. In consideration of the provision of the Charging Services, Smappee Services shall be entitled to a Charging Fee. This Charging Fee is invoiced (through SEPA Direct Debit Mandate – as per Art.4) 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 Services within six (6) months of the relevant transaction. Complaints regarding incorrect Charging Fee will be processed by Smappee Services. If the complaint is accepted, Smappee Services will promptly refund the amount. If rejected, Smappee Services will explain the outcome and its reasoning.

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 Services 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 Services is entitled to a 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 € 500.00.8.5 The User must notify Smappee immediately if he/she suspect 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 the App, the User will notify Smappee Services immediately. Failure to do so may result in the User being held liable for any resulting losses.

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

8.6 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.8.7 The Buyer who is not a User themselves (for example, when the User is an employee of the Buyer) shall ensure that the User complies with the provisions of this article 8, for instance by including them in the employment contract. In this regard, the Parties also refer to articles 5 and 6 of these GTCS. The User will also be required to accept the Smappee Terms of Use. In any case, the Buyer is responsible towards Smappee Services and shall indemnify Smappee for any potential adverse consequences arising from the User's failure to comply with these provisions of the GTCS and the Smappee Terms of Use.

## **9. TERM AND TERMINATION**

9.1. Starting as of the Effective Date (date of acceptance of these GTCS by the Buyer), the Agreement enters into force for a fixed period of one (1) year. In the absence of timely notice of termination as per Art.8.2, the Agreement will be tacitly renewed for an additional period of one (1) year. The initial one (1) year term as well as any renewal term shall be defined as the "Term".

9.2. Upon expiration of a Term, each Party may terminate this Agreement by giving two (2) months' prior notice to the other Party. The Buyer can also opt for termination of a specific Service only.

9.3. Termination by Smappee Services.

Smappee Services may, after sending a prior notice to the Buyer, suspend all or part of its Services in any of the following cases:

- i. if the Buyer does not comply with his obligations set out in these GTCS, or if he uses the Services contrary to the agreements made with Smappee Services or to the legal provisions in force;
- ii. in case of total or partial non-payment within the stipulated payment period, or in case of insolvency or apparent indications of insolvency, or in case of request for deferment of payment by the Buyer;
- iii. in case of fraud or suspicion of fraud, statement of incorrect, incomplete or false information on entering into the Agreement with Smappee Services.

9.4. Smappee Services shall be entitled to unilaterally terminate its Services with immediate effect if the Buyer does not remedy the reason for the suspension of Services within fifteen (15) days after receipt of a notice of default by Smappee Services. Such a period for remedy should not be granted when remedy is reasonably impossible.

9.5. In the event of bankruptcy, judicial reorganization, and, insofar as permitted by law,

similar collective arrangements with creditors, liquidation or dissolution of the Buyer, the Services can be terminated immediately.

9.6. Termination of the Services by Smappee Services in accordance with the above paragraphs shall not entitle the Buyer to compensation of any kind and shall not affect the obligation of the Buyer to pay the sums due at that time.

9.7. Consequences of termination. The termination of the Agreement shall result in de-activation of the account, causing the Buyer to no longer have access to its account in the Smappee Dashboard. Furthermore, the Buyer shall no longer be able to make use of the Services. If Buyer wishes to remove all data from its account, Buyer must delete its account (this can be done in the Smappee Dashboard.)

## **10. GENERAL RESPONSIBILITIES OF THE BUYER**

10.1. In order to enable the deployment of the Services, the Buyer indicates the User(s) and the EV Charging Station(s) in its account in the Smappee Dashboard. As such, in the Smappee Dashboard, the Buyer will be able to manage its EV Charging Station via its account. For as long as the Agreement remains in effect, Smappee Services provides the Buyer with access to its account in the Smappee Dashboard.

10.2 The Buyer guarantees the correctness and completeness of the data it provides and that it is entitled to provide this data to Smappee Services in accordance with the EU-General Data Protections Regulation.

10.3. The Buyer shall ensure, and is solely responsible, with the explicit exclusion of Smappee Services, at its own expense and risk, for the proper functioning, at all times, of the EV Charging Station(s), including, without limitation, the maintenance and appearance of the EV Charging Stations, the continuous availability of electrical service to any of the EV Charging Stations, the continuous availability of any wireless or cellular communications network or internet service provider network and the availability of or interruption of the EV Charging Stations attributable to unauthorised intrusions, necessary for Smappee Services to provide the Services.

10.4. Smappee Services shall not be liable for not (timely) carrying out its Services should this be due to any non-conformities of the EV Charging Station(s). This includes the loss of data resulting from such malfunction (e.g. electrical, wireless, cellular or internet service interruptions). In the event the Buyer know(s) or become(s) aware of any malfunctioning of the EV Charging Stations, the Buyer shall promptly notify Smappee Services of such malfunctioning by means of written explanation.

10.5. All account details, passwords, keys, etc. in connection with the Services are granted to the Buyer solely for the Buyer's own use, and the Buyer shall keep all such items secure and confidential.

10.6. The Buyer shall use all efforts to prevent, and shall be fully liable to Smappee Services for, any unauthorised access to or use of the Service via the EV Charging Station(s), service account(s) or other equipment. The Buyer shall immediately notify Smappee Services upon becoming aware of any such unauthorised use.

10.7. The Buyer shall not use the Services except in the manner permitted pursuant to Smappee Services usages guidelines and in accordance with any law or regulation.

10.8. From time to time, Smappee Services may provide updated usage guidelines, and the Buyer shall thereafter comply with such updated guidelines.

## **11. LIABILITY**

11.1. Smappee Services can under no circumstances be held liable:

- i. for problems or damage that arise as a result of improper or incorrect use or installation of the EV Charging Station or Services;
- ii. if the Services were used in another manner than for which they were developed or intended;
- iii. for problems as a result of Force Majeure,
- iv. for acts or intentional errors by any other person, including the Buyer, its Affiliates or its employees, agents, (sub)contractors or Users, or,
- v. for any damages incurred by the Buyer or the User, caused by the Buyer not being compliant with applicable laws, regulations or communications of the government when determining the Electricity Reimbursement fees (split billing) or costs for public charging at its Charging Station (CPO or eMSP).
- vi. if the Services provided to the Buyer, the User, or third parties have been changed or supplemented in any way.

11.2. Subject to article 10 and to the extent permitted by applicable law, Smappee Services can only be held liable for direct damage and never for indirect damage and insofar as this damage and the error by Smappee Services or the fault in the Service has been proven. The damages are furthermore limited to 50 % of the value of the relevant Services as specified in the Order, with a maximum of 100.000 euro.

11.3. Smappee Services cannot be held liable for decisions taken or actions that are or are not carried out by people or automated systems based on the information provided by a Service.

11.4. Smappee Services cannot be held liable for damage or any kind of indemnity, in the event that the Services, or other part of the Smappee systems is unavailable or does not function as expected, nor for any loss of data.

11.5. The Buyer commits to refute any liability obligations of Smappee Services to its customers or Users.

11.6. Notwithstanding any provisions to the contrary in these GTCS, nothing in these GTCS shall limit or exclude Smappee Service's liability (if any) (i) for death or personal injury caused by Smappee's negligence, (ii) for damages caused by Smappee Service's fraud or fraudulent misrepresentations or that of Smappee Services' agents, (iii) for damages caused by Smappee Services' gross negligence or that of Smappee Services' agents, or (iv) for liability that cannot be excluded or limited by applicable law.

11.7. The Buyer is obliged to indemnify or compensate Smappee Services in respect of all claims from third parties.

11.8. These GTCS do not govern the use of Buyer of third party products or services used in connection with the Services. Smappee Services cannot make any commitments in that respect and disclaims any liability for such third-party products and services.

11.9. The Buyer remains fully responsible and liable towards Smappee Services for actions of the User connected to the account of Buyer.

11.10 The Parties exclude the possibility for a non-contractual liability claim against Smappee. The Parties also exclude the possibility for the Buyer 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).

11.11 For the avoidance of doubt, it is clarified that Smappee can only be held liable towards the Buyer (who can also be a User) and not towards a User who isn't a Buyer.

## **12. CONFIDENTIAL INFORMATION**

12.1. Each Party (the 'Disclosing Party') may disclose confidential and/or proprietary information to the other Party (the 'Receiving Party') relating to the Disclosing Party's business. A confidentiality agreement may be signed between the Parties.

12.2. Confidential Information includes, without limitation, information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, and/or which the Receiving Party knows or reasonably should know the Disclosing Party considers confidential or proprietary (hereinafter referred to as 'Confidential Information').

Shall however not be regarded as confidential information: information which (a) was already in possession of the Receiving Party without restrictions as to use or disclosure, or (b) which was or is independently developed without the use of or access to any Confidential Information, (c) becomes a part of the public domain through no act or omission of the Receiving Party, (d) is lawfully received by the Receiving Party from a third party without restrictions as to use or disclosure.

12.3. If the Receiving Party is required to disclose Confidential Information by law or a competent court, the Receiving Party shall, to the extent allowed, use reasonable efforts to give advance notice of such compelled disclosure to the Disclosing Party, cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of such Confidential Information, take reasonable precaution to disclose the minimum amount necessary and seek to protect the confidential of such disclosed information.

12.4. During the term of the Agreement and after termination, for a period of three (3) years, each Party hereby undertakes (a) to keep the Confidential Information secret and not disclose it, in whole or in part, to any person other than (i) with the prior written consent of the Disclosing Party or (ii) its employees, directors, subcontractors and consultants who have a direct need to know such Confidential Information for the sole purposes complying with its obligations under these GTCS. The Receiving Party shall ensure that these persons are bound by confidentiality obligations which are not less stringent than those set out herein; (b) to use the Confidential Information solely in relation to comply with its obligations and to refrain from using such Confidential Information in any manner which could prejudice the Disclosing Party; and (c) to use the same degree of care and means that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means, to ensure the confidentiality of such Confidential Information and avoid a third party to use or have access to the Confidential Information.

12.5. Upon termination of the Agreement or upon request of Smappee Services, Buyer must, to the discretion of Smappee Services, return the aforementioned information to Smappee Services in good condition within fourteen (14) calendar days, or destroy it.

12.6. Notwithstanding the confidentiality obligations of the Parties, Buyer hereby agrees that Smappee Services may use the Buyer's name and general information about the project for publicity announcements and reference purposes.

### **13. INTELLECTUAL PROPERTY RIGHTS**

13.1. All intellectual property rights and derived rights, related to the Services, as well as the ideas, inventions, designs, programming software, documentation, samples, patents and all other materials that are developed or used for the preparation or execution of the Agreement, or that result from the Agreement, are held exclusively by or are the property of Smappee Services, or a supplier of Smappee Services where relevant. The delivery of the Services does not extend to any kind of transfer of the property rights of the intellectual property.

13.2. In case Buyer becomes aware of any legal proceedings due to (alleged) infringement of patent rights, trademark rights, protected designs, trade secrets or copyrights of third parties, Buyer must immediately notify Smappee Services hereof in writing, before any action can be taken by Buyer, upon which Smappee will decide how to proceed. Buyer agrees to indemnify Smappee Services against all (damage) claims from third parties and costs incurred as a result hereof. Buyer shall immediately ensure that it participates in or takes over the legal proceedings if Smappee Services so requests.

### **14. GDPR**

The Parties shall process all personal data under this Agreement in accordance with data protection legislation. In the performance of the Agreement, Smappee Services shall process personal data of the Buyer and its Users. All information regarding the processing of this personal data can be found in [Smappee's Privacy Policy](#). These General Terms and Conditions and the Privacy Policy form a whole and must be read together.

### **15. TRANSFER OF SERVICES AND SUBCONTRACTING**

15.1. Smappee Services may at any time transfer or sub-contract all or part of its rights and/or obligations under the Agreement to a third party without the consent of the Buyer and without any compensation to the Buyer. This transfer or subcontracting cannot, however, have the effect of reducing the guarantees of the Buyer.

15.2. The rights and obligations contained in the Agreement and these GTCS may not be transferred by the Buyer without the prior written consent of Smappee, whose consent may not be unreasonably withheld or delayed.

### **16. APPLICABLE LAW AND DISPUTES**

These GTCS and any dispute or claim arising out of or in connection therewith shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with these GTCS shall be settled by the Court of Kortrijk.

### **17. GENERAL**

17.1. In case of Force Majeure, Smappee Services is entitled to, either suspend its obligations for the duration of the period this situation exists, or to definitively dissolve the Agreement, without this resulting in any right to damages for the Buyer.

17.2. The Buyer commits to inform and impose to any relevant (sub)contractor, installer, buyer or user of the Services expressly and in writing of all relevant terms and conditions mentioned herein including any referenced provisions to other terms.

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

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

17.5. Any notice given must be in writing and delivered by email, unless otherwise expressly stated. All notices will be deemed to have been delivered the second business day after sending by email.

17.6. Parties acknowledge and agree that each clause of these GTCS is actually intended by them and does not create any (manifest) imbalance between the rights and obligations of the Parties.

17.7. The English version of the GTCS prevails over any local language version in case of discrepancy. Please check the Smappee website for other languages or for additional information and documentation.