

Tap Electric General Terms and Conditions

Version dated May 1, 2021

These General Terms and Conditions can be accessed at www.tapelectric.app/documents/terms.pdf as a PDF file. If the user wishes to install the Tap Electric app, the user agrees to these General Terms and Conditions.

Changes with respect to the previous version dated January 1, 2021:

- A provision for processing subscription payments was added to section 13.1

1. Definitions relating to Tap Electric and the Tap Electric application

The following definitions are used in this document.

- 1.1. **Conditions:** these general terms and conditions, including any appendices, relating to the use of the Tap Electric app and access therewith to any charging infrastructure.
- 1.2. **Charge point operator:** the operator of the chargers listed in the Tap Electric app
- 1.3. **iOS:** the Apple iPhone Operating System for mobile devices
- 1.4. **Android:** the Google Android Operating System for mobile devices
- 1.5. **Tap Electric:** Tap Electric B.V., a private limited company (*besloten vennootschap*) registered at the Dutch Chamber of Commerce (*Kamer van Koophandel*) under registration number 80990819, having its registered office (*statutaire zetel*) in Amsterdam, The Netherlands.
- 1.6. **Tap Electric App:** the iOS and Android application offered by Tap Electric, with which the user can access charging infrastructure to charge their vehicle.

2. Installation, operation and use of the Tap Electric app

- 2.1. Tap Electric distributes the Tap Electric app via the Apple App Store and Google Play Store. To be able to use the Tap Electric app, the user must visit one of these stores and agree to their terms and conditions of use. Clause 11 (exclusion of liability) applies *mutatis mutandis* to that contract.
- 2.2. The Tap Electric app can be downloaded onto a mobile device that uses a recent version of iOS or Android and contains the hardware necessary to run the app.
- 2.3. The user may open an account or log in as a guest. If an account is opened, the user will independently and at any time, be able to change their personal account settings, such as payment details and data regarding their electric vehicle. In order to open an account, the user must have a valid email address.

3. Right of use

- 3.1. Tap Electric grants the user permission to use the Tap Electric app indefinitely to:
 - 3.1.1. Find and review chargers
 - 3.1.2. Obtain access to the chargers, such as starting, stopping and paying for the use of the chargers.
- 3.2. The license to use the Tap Electric app is non-transferable. The following actions are prohibited while using the app:
 - 3.2.1. Making the application available to third parties via a peer-to-peer or other network or in any other matter;
 - 3.2.2. Leasing out or selling the application
 - 3.2.3. Granting a sub-license to use the application; and
 - 3.2.4. Modifying the application, reverse engineering the source code and/or using the application to develop derivative works.
- 3.3. Tap Electric shall be entitled to terminate the license immediately and at any time if the user violates these conditions or misuses the application, or if the decision is taken to decommission the application.

4. Misuse of the application

- 4.1. Misuse is defined as: using the Tap Electric app in any manner that is not described in these Conditions, as well as using the Tap Electric app in such a way that it infringes upon the rights of one or more third parties. Misuse of the application is a criminal offense. 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 Tap Electric app, the user agrees to having the information they enter processed, stored and used to the extent reasonably necessary for the proper operation of the Tap Electric app, further development of the app and the offering of access to the charging infrastructure via the Tap Electric app. GreenFlux shall process, store and use the information provided by the user in accordance with all applicable laws.

6. Location data

- 6.1. For the Tap Electric app to operate best, Tap Electric asks the user for access to the device's location. Tap Electric can use this information to guide the user to specific chargers. It may also be used to verify and improve on charger metadata. This data is tracked in anonymised form.

7. Indemnification

- 7.1. By installing the Tap Electric app, the user agrees to indemnify Tap Electric, its 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 user's culpable failure to satisfy these conditions. The user hereby waives any right of recovery they have in respect of the aforementioned parties.

- 7.2. The user is aware of, and agrees that, they bear the risk of using the Tap Electric app. Tap Electric accepts no liability in respect of said use. The usefulness and quality of the Tap Electric app depends on its being used properly by the user. Tap Electric does not guarantee the operation or quality of the Tap Electric app or the correctness or accuracy of the information provided by the Tap Electric app. Tap Electric is not obliged to update or maintain the Tap Electric app. The foregoing is related to, *inter alia*, the fact that the Tap Electric app is dependent on the use of the internet, as well as the possibility of receiving text and other messages, as well as the mobile device, mobile networks and other networks and third-party services being in good working order. To facilitate the operation of the Tap Electric app, the user will be responsible for, *inter alia*, the following:
- 7.2.1. The correct provisioning of information, including (but not limited to) their email address, information about their electric vehicle and their payment details;
 - 7.2.2. Misuse of the Tap Electric app upon loss or theft of the mobile device;
 - 7.2.3. The use of device location access functionality in the Tap Electric app.

8. Changes to the application

- 8.1. Tap Electric is entitled to change the Tap Electric app, for example in the case of an update or when so prompted by other 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. Tap Electric 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. The user is aware that the Tap Electric app contains information of which Tap Electric 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, the Benelux Convention on Intellectual Property, the European Union Trademark Regulation, the Dutch Patents Act 1995, the European Patent Convention, the Uniform Benelux Act on Designs and Models, the Dutch Neighbouring Rights Act, the Dutch Protection of Original Topographies of Semiconductor Products Act, the Dutch Databases (Legal Protection) Act, and the regulations relating to said acts (if not yet mentioned).
- 9.2. The user shall respect these rights and use the aforementioned information exclusively for the ordinary use of the application as described in these conditions.

10. Charging

- 10.1. The Tap Electric app will enable the user to start, stop and pay for charging at the chargers.
- 10.2. When using the chargers, the user shall comply with all requirements applicable to charging; specifically the required imposed by Tap Electric as well as any statutory safety and other requirements.

- 10.3. Tap Electric does not guarantee charging infrastructure density and/or the adequate availability of chargers. Neither does Tap Electric guarantee that the chargers will be operational at all times without any disruption and/or failures or that these will be available.
- 10.4. Tap Electric shall at all times be entitled to remove one or more chargers without any prior notification being required.

11. Liability

- 11.1. A charger operates with the assistance of requisite communication infrastructure (which may or may not be publicly owned), such as mobile and other internet connections. Tap Electric does not warrant that such infrastructure will operate without disruptions or failures. Tap Electric does not assume responsibility for the access and use of the infrastructure.
- 11.2. The user shall be liable for any harm or loss resulting from the inexpert or careless use of a charger and shall indemnify Tap Electric against any third-party claims relating thereto. The user shall also indemnify Tap Electric against any third-party claims relating to conduct or circumstances for which the user bears the risk and/or expense.
- 11.3. Tap Electric shall be liable for any harm or loss the user incurs as a consequence of Tap Electric's culpable failure to perform its contractual obligations to the user, subject to the condition that, within 10 business days after the date on which the user discovers, or could reasonably be expected to have discovered, the failure to perform or wrongful act, the user notifies Tap Electric of same in writing, thereby to the extent legally required, serving Tap Electric with notice of default and affording Tap Electric 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. Tap Electric will not be liable for any loss of business, use profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; loss of data or use of data; or damage to the user's reputation or any costs relating thereto.
- 11.5. Tap Electric shall not be liable for any harm or loss the 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 charger. Tap Electric 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. 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 Tap Electric.
- 11.7. Tap Electric shall not be held liable to perform any obligation if it is prevented from doing so as a result of *force majeure*.

12. Costs

- 12.1. The Tap Electric 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:
 - 12.2.1. Fixed starting fee (amount dependent on the charger and power purchased)
 - 12.2.2. Variable charging rate (hourly rate or per-kWh rate) (amount may be dependent on the charger and the charging power purchased).
 - 12.2.3. Possible transaction fees, depending on the payment method.
 - 12.2.4. Possible connection charges, for the time that the vehicle is not being charged but is still connected to the charger.
- 12.3. In addition to the fee the charge point operator charges for access to the charging infrastructure, charging is also subject to a fee by Tap Electric for providing charging services.
- 12.4. Prior to the charging session, the user will be informed about the specific fees involved with charging at the relevant charger.

13. Payment

- 13.1. Payment can be made by means of a payment service, through Tap Electric's payment service provider Stripe. Tap Electric may use Stripe for:
 - 13.1.1. Direct debit collection: charging fees will be collected via direct debit per charging session from a bank account which the user has authorised a payment service to debit
 - 13.1.2. Credit card: charging fees will be charged to the user's credit card. Tap Electric may reserve an amount before the charge session, which will be (partially) released after the charge session has completed. If this reservation does not cover the final amount of the charge session, an additional payment to cover the complete charge will be done.
 - 13.1.3. Subscription payments: charging and subscription fees will be charged to the user's credit card. Tap Electric may reserve an amount before the billing month, which will be (partially) released after the billing month has completed. If this reservation does not cover the final amount of the billing month, an additional payment to cover the complete charge will be done.
- 13.2. Stripe's own terms and conditions apply to payments made via their payment service.

14. Other provisions and applicable law

- 14.1. Tap Electric shall at all times be authorised to amend these conditions on a unilateral basis.
- 14.2. In performing this agreement, Tap Electric 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 user hereby consents in advance to the assignment of its legal relationship with Tap Electric 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 and construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with this contract and these conditions shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.