

# Tap Electric Terms and Conditions

Version dated September 25th , 2024

These General Terms and Conditions (**Conditions**) can be accessed at <https://www.tapelectric.app/terms-and-conditions>. If the User wishes to install or use the Tap Electric App or web portal, the User agrees to these Conditions. If the User does not agree to these Conditions, the User must not install or use the Tap Electric App. Tap Electric reserves the right to update or modify these Conditions at any time. Tap Electric will provide notice of significant changes by updating the date at the top of these Conditions and, where appropriate, notification via the Tap Electric App. Continued use of the Tape Electric App after such changes will constitute the User's consent to those changes.

## 1. Definitions

The following definitions are used in this document.

**1.1. Android:** the Google Android Operating System for mobile devices.

**1.2. Ad Hoc Driver:** a Driver who pays their Tap Electric invoices on an ad hoc basis, meaning after each individual session.

**1.3. Charger:** a facility, including all associated and underlying installations, where an EV can be charged.

**1.4. Charge Card:** physical RFID key in the form of a card, FOB, dongle etc. that can be used as a Token. Charge Session: a session during which the Charger is charging the EV.

**1.5. Charging Services:** all charging services enabling a Driver to perform a Charge Session at a Charger via a Token, including but not limited to:

- the supply of car electricity to an EV;
- the granting of usage rights for the parking space in front of the respective Charger;
- the withdrawal of car electricity for an EV; and
- the forwarding of measured values and billing of the charging capacity supplied.

**1.6. Charge Session:** a process during which an EV is charged by means of the Charging Services provided by the various parties involved. To be considered valid, this process should consist of at least 0.2 kWh or 2 minutes in duration.

**1.7. 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.

**1.8. Connected Account:** Account hierarchy in the Tap Electric App that allows a User Account to create multiple accounts that are connected to their own in such a way that User may view and manage each Connected Account, but the Connected Account may not view said User Account or any related Connected Accounts.

**1.9. CPO:** Charge Point Operator. The operator of the Chargers listed in the Tap Electric app.

**1.10. CSO:** An individual or organization that owns a particular charger or network of chargers, i.e. charge station owner. Can be the same entity as the CPO.

**1.11. Driver:** a natural person or legal entity who has a Token and a contractual relationship, either directly or via their employer, with an EMSP such as Tap Electric or other. This includes but is not limited to: Ad Hoc Driver, Subscribed Driver, and Fleet Driver.

**1.12. EMSP:** an e-mobility service provider that is purchasing the Charging Services from Tap Electric and reselling it to its Drivers and who, including its Drivers, is granted access to the Chargers via Tap Electric.

**1.13. EV:** Electric Vehicle.

**1.14. Fleet Driver:** a Driver whose Tap Electric sessions are reported to and paid for by a Fleet Manager. They may have controls or limitations set on their Tap Electric account by the Fleet Manager.

**1.15. Charging Services:** all charging services enabling a Driver to perform a Charge Session at a Charger via a Token, including but not limited to:

- the supply of car electricity to an EV;
- the granting of usage rights for the parking space in front of the respective Charger;
- the withdrawal of car electricity for an EV; and

- the forwarding of measured values and billing of the charging capacity supplied.

**1.16. Fleet Management Module:** Module in the Tap Electric platform containing functionalities for Fleet Manager to manage their Fleet Drivers and vehicles.

**1.17. iOS:** the Apple iPhone Operating System for mobile devices.

**1.18. License:** has the meaning ascribed to it in article 3.1 of these Conditions

**1.19. Management Account:** The account used to manage a User's charger assets. Functions such as managing tariffs and access for Chargers, and collecting payments for Charge Sessions, are done in the Management Account.

**1.20. Management Account Holder:** Tap Electric User with a management account.

**1.21. Payout:** A transfer of funds between Tap Electric and a Management Account Holder for the accumulated revenues from Charge Sessions at some interval.

**1.22. Payout Method:** A financial account defined in a Management Account by the Management Account Holder to which Tap Electric can issue a Payout.

**1.23. Party or Parties:** User and Tap Electric individually and User and Tap Electric collectively.

**1.24. Subscribed Driver:** a Driver who is subscribed to a Tap Electric subscription plan. They are invoiced once per month for all sessions in the preceding month.

**1.25. 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.

**1.26. Tap Electric App:** the iOS and Android application offered by Tap Electric, with which the User can access charging infrastructure to charge their vehicle.

**1.27. Tapkey:** Tap Electric branded Charge Card.

**1.28. Token:** the means issued by the EMSP by which a Driver can identify themselves at a Charger to start a Charging Session in name and on behalf of the EMSP.

**1.29. User:** An individual or organization that uses the Tap Electric App for any purpose and therefore to whom the Conditions apply. These include but are not limited to Drivers and Management Account Holders.

**1.30. User Account:** The account created then used when a User logs into the Tap Electric App using an email address.

## General Terms

### 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 (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 Tap Electric App.

2.3. The User may open a User Account or log in as a guest. If a User Account is opened, the User will independently and at any time, be able to change its personal account settings, such as payment details and data regarding its EV. In order to open a User 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.

The permission to use the Tap Electric App as described above is hereinafter referred to as '**License**'.

the License shall come into force upon the date of installing the Tap Electric App and shall continue in effect for an indefinite period of time, unless terminated as provided in these Conditions.

3.2. The License is non-transferable and non-exclusive. The following actions are prohibited while using the Tap Electric App:

3.2.1. Making the Tap Electric App 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 Tap Electric App;

3.2.3. Granting a sub-license to use the Tap Electric App;

3.2.4. Modifying the Tap Electric App, reverse engineering the source code and/or using the application to develop derivative works;

3.2.5. using the Tap Electric App for any purpose outside of the intended design and implementation of User's authorized use of the Tap Electric App. Any replication or use of any aspect of the Tap Electric App for any purpose designed or intended to compete with Tap Electric is strictly prohibited.

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 Tap Electric App is a criminal offense. Tap Electric 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 it enters processed, stored and used to the extent reasonably necessary for the proper operation of the Tap Electric App, further development of the Tap Electric App and the offering of access to the charging infrastructure via the Tap Electric App. Tap Electric shall process, store and use the information provided by the User in accordance with all applicable laws.

5.2. The User will receive administrative communications from Tap Electric using the email address or other contact information provided by the User for their User Account. The User may also receive promotional or product emails from Tap Electric and hereby agrees to receive these. The User can unsubscribe from these emails at any time by using the unsubscribe mechanism provided in the emails.

5.3. Tap Electric's comprehensive Privacy Statement can be found at <https://www.tapelectric.app/privacy>.

## 6. Location data

6.1. For the Tap Electric app to operate optimally, Tap Electric asks the User for access to its mobile device's location. Tap Electric can use this information to, for example, guide the User to specific Chargers. It may also be used to verify and improve on Charger metadata. This data is tracked in anonymized 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, it bears 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.

7.3. The Tap Electric app is provided to User 'as is'. To the maximum extent permitted by law, Tap Electric disclaims all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Tap Electric further 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) its email address, information about its EV and its payment details;

7.2.2. Misuse of the Tap Electric App upon loss or theft of its mobile device;

## 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 Tap Electric 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, but also any and all updates, upgrades, enhancements, customizations, revisions, modifications, future releases and any other changes relating to any of the foregoing, 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.

9.3. Except for the limited access and use rights granted to User, User does not acquire any interest in the Tap Electric App. User agrees that any suggestions, enhancement requests, feedback, recommendations or other information provided by User relating to the application may be used by Tap Electric without restriction or obligation to User.

## 10. Liability

10.1. 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.

10.2. The User shall be liable for any harm or loss resulting from the inexpert or careless use, installation or modification 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.

10.3. To the extent permitted by mandatory law Tap Electric shall only 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.

10.4. 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..

10.5. 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 EV or as a result of the use or operation of a Charger. Tap Electric shall not be liable if an EV cannot be charged (or safely charged) due to a defect in the EV and/or any of the auxiliary equipment used, such as charging cables.

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

## 11. Other provisions and applicable law

11.1. Tap Electric shall at all times be authorized to amend these Conditions on a unilateral basis.

11.2. Tap Electric shall be entitled to engage third parties or to assign all or part of the rights and obligations under the contract to a third party. The User hereby consents in advance to the assignment of its legal relationship with Tap Electric to a third party.

11.3. 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.

11.4. The contract and these Conditions are exclusively 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.

## Tap Electric Driver Terms

### 12. Charging for Drivers

12.1. The Tap Electric App will enable the Driver to start, stop and pay for charging at the Chargers.

12.2. Drivers may receive a Tapkey with the order of select products. The Tapkey may substitute the Tap Electric App as a starting and stopping method for charging.

12.3. A Tap Electric User Account and any associated Tapkey belongs to a single Subscribed Driver and is non-shareable and non-transferable.

12.4. Tap Electric is not responsible for the loss, theft or damage of the Tapkey, but should be notified immediately by the Driver in the event of such an occurrence. Lost, stolen or damaged Tapkeys may be deactivated and, when desired, replaced. Driver is responsible for costs associated to a replacement Tapkey.

12.5. When using the Chargers, the Driver shall comply with all requirements applicable to charging; specifically the required imposed by Tap Electric as well as any statutory safety and other requirements.

12.6. 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.

12.7. Tap Electric shall at all times be entitled to remove one or more chargers without any prior notification being required.

12.8 The right of withdrawal is a right that, unless otherwise specified by the service provider, allows European consumers to withdraw from their contract within 14 days of its effective date. Drivers acknowledge that they forfeit their right of withdrawal from Tap Electric by starting a Charging Session. This

acknowledgment does not affect any of their other rights as consumers and does not affect their ability to cancel their subscription at any time.

### 13. Costs

13.1. The Tap Electric App can be downloaded free of charge.

13.2. A fee is charged by the CSO or CPO per Charge Session for access to the charging infrastructure and the consumption of electricity. That fee consists of one or more of the following components:

13.2.1. Fixed starting fee (amount dependent on the charger and power purchased)

13.2.2. Variable charging rate (hourly rate or per-kWh rate) (amount may be dependent on the charger and the charging power purchased).

13.2.3. Possible transaction fees, depending on the payment method.

13.2.4. Possible connection charges, for the time that the vehicle is not being charged but is still connected to the charger.

13.3. In addition to the fee the CPO charges for access to the charging infrastructure, charging is also subject to a fee by Tap Electric for providing charging services. This fee can be in the form of a transaction fee, or a subscription fee, or a combination of the two. This fee is paid by the Driver or Fleet Manager, not the CPO. A current overview of the fee structure for drivers can always be found in the Tap Electric App or on the Tap Electric webpage.

13.4. Prior to the charging session, the Driver will be informed in the Tap Electric App about the specific fees involved with charging at the relevant charger.

### 14. Payment for Ad Hoc and Subscribed Drivers

14.1. The terms for payments laid out in this section pertain to Ad Hoc Drivers and Subscribed Drivers. For details on payments for Fleet Drivers, see Section 18.

14.2. Payment terms are due and payable upon receipt of invoice. The Ad Hoc or Subscribed Driver's payment method on file shall be billed automatically by Tap Electric.

14.3. If Subscribed Driver or Ad Hoc Driver fails to make payment of an invoiced amount by the due date, Tap Electric is entitled to charge interest on the overdue

amount at the statutory rate. This interest will be calculated from the date following the due date until the date of payment, in accordance with the Late Payment Directive (Directive 2011/7/EU). The statutory interest rate applicable will be the rate set by the European Central Bank plus 8 percentage points, or as otherwise specified by applicable legislation at the time of the late payment. Tap Electric will notify Driver in writing of any overdue payment within 5 business days from the payment due date. Driver will then have a grace period of 15 business days from receipt of the overdue notice to settle the outstanding amount, including any accrued statutory late payment interest.

14.4. Should Subscribed Driver or Ad Hoc Driver fail to make the required payment within the 15 business day grace period, Tap Electric reserves the right to suspend further deliveries of goods or provision of services until full payment is received. Additionally, if payment is not made within 30 days following the initial notice of overdue payment, Tap Electric may terminate the License, without prejudice to its right to claim compensation for damages and the full amount owed, including statutory late payment interest and reasonable recovery costs, including, but not limited to, legal fees, court costs, and collection agency fees. The failure or delay by Tap Electric in exercising any right in this clause shall not operate as a waiver thereof.

14.5. Payment can be made by means of a payment service, through Tap Electric's payment service provider Stripe. Tap Electric may use Stripe for:

14.5.1. Direct debit collection: charging fees will be collected via direct debit per charging session from a bank account which the Ad Hoc Driver has authorised a payment service to debit.

14.5.2. Credit card: charging fees will be charged to the Ad Hoc Driver'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.

14.5.3. Subscription payments: charging and subscription fees will be charged to the Subscribed Driver's preferred payment method. 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.

14.5.4. Stripe's own terms and conditions apply to payments made via their payment service.

## Tap Electric Management Account Holder Terms

### 15. Charging for Management Account Holders

15.1. Assuming the Management Account Holder is VAT registered, Tap Electric will purchase Charging Services from Management Account Holders, and, either directly or indirectly, resell such Charging Services to Drivers, constituting an A-B-C transaction. These transactions take place through the following chain of supply contracts:

CSO > (where applicable: CPO) > Tap Electric >  
(where applicable: EMSP) > Drivers

When the Management Account Holder is not VAT registered, and is recuperating expenses rather than selling electricity, a different chain can apply. See clause 16.7.3 for further details.

15.2. The Management Account Holder grants Tap Electric, and, indirectly, EMSPs and Drivers, the option to charge EVs using Tokens. To that effect, the Management Account Holder legally performs all the Charging Services necessary under the License for Tap Electric and grants Tap Electric all the rights necessary for providing Charging Services to EMSPs and/or to Drivers.

15.3. Tap Electric may assume the role of a CPO solely in the external relationship with its contractual partners, such as EMSPs, and offer such parties Charging Services in its own name and for its own account.

15.4. The Management Account Holder, as a CSO and/or CPO, shall ensure and hereby represents and warrants that it, in respect of its Chargers and the Charging Services provided to Tap Electric:

15.4.1. has the necessary approvals and licenses, including but not limited to all approvals and licenses for using and connecting to the public grid;

15.4.2. complies with all applicable laws, regulations, requirements, guidelines and technical specifications, including all requirements and conditions for using and connecting to the public grid and the measurement of electricity;

15.4.3. maintains technological and safety industry standards, including regular checks of the proper condition and hazard-free operation of its Chargers and compliance with all maintenance and inspection intervals;

15.4.4. maintains an uninterrupted power supply to the Chargers; and

15.4.5. provides a help desk service for Drivers that is available during local business hours.

15.6. Management Account Holder shall defend, indemnify, and hold harmless Tap Electric against any third-party claim, suit, or proceeding arising out of, related to, or resulting from Management Account Holder's breach of clause 15.4.

15.6. The Parties acknowledge and agree that all claims on the basis of or in connection with Charging Services provided by Tap Electric should be initiated against the direct contractual partner of the respective supplier through the contract supply chain as detailed in clause 15.1, i.e. claims of a Driver should be initiated against the EMSP, claims of the EMSP against Tap Electric, and claims of Tap Electric against the Management Account Holder.

15.7. The Parties agree that no energy laws or regulations apply in connection with the Charging Services provided as described in this clause 15 in any of the jurisdictions applicable to the Chargers. Management Account Holder shall notify Tap Electric if any of the services provided to Tap Electric give rise to any energy laws or regulations being applicable and Management Account Holder will comply with such laws and regulations at its own expense. If, for whatever reason, Tap Electric is held liable by a third party for any obligations or expenses pursuant to energy laws or regulations being applicable, Management Account Holder shall fulfil these obligations and expenses on behalf of Tap Electric towards the respective third party, without being able to assert a claim against Tap Electric for reimbursement of such expenses.

## 16. Billing & Payouts

16.1. Tap Electric collects the total price of a Charge Session from the Driver or an organization representing the Driver.

16.2. In order to receive a Payout, the Management Account Holder must have a valid Payout Method linked to their Tap Electric account. When the Management Account Holder adds a Payout Method to their Management Account, they will be asked to provide information such as name, billing address, and financial instrument information either to Tap Electric or its third-party payment processor(s). Depending on the Payout Method selected additional information may be required. Providing requested information is required for a Payout Method to be valid. The information Tap Electric requires for a valid Payout Method may change, and Tap Electric may request additional information at any time; failing to provide requested information may result in Tap Electric temporarily placing a hold, suspending, or cancelling any Payout until the information is provided and, if necessary, validated. The Management Account Holder authorizes Tap Electric or

its third-party payment processor(s) to collect and store their Payout Method information. Tap Electric may also share the Management Account Holder's information with governmental authorities as required by applicable law.

16.3. The Management Account Holder's Payout shall be the sum of all Charge Sessions at their Chargers according to the rates that the Management Account Holder has set per location, less applicable fees like Tap Electric service fees and any other fees required by law. Currently, Tap Electric does not charge any fees to Management Account Holder, but reserves the right to do so in the future.

16.4. Tap Electric makes available to Management Account Holders the option to split the revenues of each Charge Session between Connected Accounts. Tap Electric will execute such payments at the instruction of the Management Account Holder and is not responsible for any losses related to errors or omissions made by the Management Account Holder in providing such payment instructions.

16.5. Tap Electric shall issue self-billing invoices to Management Account Holder for the Charging Services (electricity) purchased by Tap Electric from the Management Account Holder, and the Management Account Holder hereby authorizes Tap Electric to issue such invoices. Tap Electric sends each involved Management Account Holder this invoice summarizing all transactions, including all pertinent information of each transaction: date, time, location, energy consumed, price including applicable taxes, and, where applicable, split payout details. The self-billing invoice shall be issued on the first day of each calendar month for all transactions of the preceding month.

16.6. The Parties acknowledge and agree that Charging Services are a composite supply of electricity and therefore will be treated as the delivery a good for VAT purposes in all applicable legal jurisdictions.

16.7. There are different VAT settings that can be configured by the Management Account Holder in the Management Account.

16.7.1. When the Management Account Holder acknowledges that they will be selling electricity on a structural basis, the Parties acknowledge and agree that each party involved in the supply chain detailed in clause 15.1 is a reseller of electricity and qualifies as a taxable dealer within the meaning of article 38 of the EU VAT Directive 2006/112, except for the Driver.

16.7.2. When the Management Account Holder does not have a VAT number, for example due to being a registered charity, but still wants to apply VAT to the transaction, Tap Electric can collect and file VAT on the entire transaction amount.

16.7.3. When the Management Account Holder does not have a VAT number, and is recuperating expenses rather than selling electricity, clause 15.1 no longer applies. Some examples of this would be:

- Reimbursement from an employer to an employee for charging of their company vehicle on the employee's home charger (also known as "split billing")
- A homeowner's association without a VAT number recuperating the cost of electricity on their association's shared meter
- A private individual occasionally allowing their neighbour to use their Charger for a fee on a non-structural basis, similar to a peer-to-peer marketplace transaction.

In this case, the Management Account Holder can configure no VAT to be applied on their reimbursement tariff. Tap Electric will in this case only collect VAT on any transaction fee or subscription fee collected from the Driver in accordance with the clause 13 of these Conditions.

16.8. The Management Account Holder should consult with their tax advisor when configuring their preferred tax setting. Tap Electric is not responsible for any such decision and disclaims all liability in this regard.

16.9. Payout Methods may involve the use of third-party payment service providers such as Stripe. Although Tap Electric covers all relevant transaction fees associated to the Charging Services, these service providers may charge the Management Account Holder additional fees when processing Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Tap Electric is not responsible for any such fees and disclaims all liability in this regard. All terms of use of the relevant payment service provider apply.

16.10. For Stripe payouts, Tap Electric shall initiate Payouts to the Management Account Holder's registered Stripe account within 30 days of the issuance of the self-billing invoice. Processing time to arrive in the Management Account Holder's Stripe account can vary. Payout timing from the Management Account Holder's Stripe account to their selected Payout Method can be managed from within their Stripe account. Stripe's own terms and conditions apply.

16.11. For Payouts made directly from Tap Electric to the Management Account Holder's bank account, Tap Electric shall initiate Payouts to the Management Account Holder's bank account within 30 days of the issuance of the self-billing invoice. Processing time to arrive in the Management Account Holder's bank account can vary.

16.12. Tap Electric will remit the Management Account Holder's Payouts in the currency of the location where the Charging Session took place. Note that Tap Electric or their third-party payment service provider may impose currency conversion or other fees based on the selected payout options, and Tap Electric is not responsible for any such fees and disclaims all liability in this regard.

16.13. Tap Electric may temporarily place a hold, suspend, or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation; or if we are unable to verify the Management Account Holder's identity, or to obtain or verify requested information. Furthermore, Tap Electric may temporarily place a hold on, suspend, or delay initiating or processing any Payout due to the Management Account Holder under the terms of this Conditions as a result of a Force Majeure Event (as defined in this Agreement).

16.14. Management Account Holders have the option to enable Roaming on their chargers, which allows Drivers associated to 3rd party EMSPs other than Tap Electric to utilize the chargers. With respect to payouts for Roaming transactions:

16.14.1. Tap Electric shall engage in settlement activities on behalf of the Management Account Holder and take reasonable efforts to collect outstanding debts from 3rd party EMSPs on behalf of the Management Account Holder. The typical contractual payment term between Tap Electric and EMSPs of 30 days.

16.14.2. Tap Electric shall payout all funds collected from 3rd party EMSPs at the time of issue of the self-billing invoice, in addition to the funds collected for sessions initiated from the Tap Electric app or charge card. When an EMSP pays late, Tap Electric will payout those funds at the next scheduled self-billing invoice run.

16.14.3. The Management Account Holder shall bear all risk of non-payment by EMSPs, meaning that if the EMSP is late in payment, the payment terms from Tap Electric to the Management Account Holder shall automatically extend by the number of days that the EMSP payment is late.

16.15. Tap Electric reserves the right to require a minimum payout amount of 10 Euros in Europe or 10 Pounds in the United Kingdom. If that minimum is not reached, the self-billing invoice shall still be issued, but the amount shall be carried over to the next month and so on until such time that the minimum has been reached and the payout may be triggered.



16.16. For compliance or operational reasons, Tap Electric may limit the amount of a Payout. If the Management Account Holder is due an amount above that limit, Tap Electric may make a series of Payouts (potentially over multiple days) in order to provide the full Payout amount.

16.17. Tap Electric is not responsible for any loss suffered by the Management Account Holder as a result of incorrect Payout Method information provided by the Management Account Holder, nor for any other incorrectly configured financial information such as Tax Settings or Tariffs.

## 17. Internet Connectivity

17.1. The Management Account Holder is responsible for maintaining a stable and secure internet connection on their chargers. This can be achieved using secured wifi, LAN/wired connection, or 4G/5G via SIM.

17.2. When using SIM, Management Account Holder may provide their own SIM card, or use one provided by Tap Electric.

17.3. The Tap Electric SIM card uses a private APN whose credentials shall be supplied to Management Account Holder upon purchase of the SIMs.

17.4. Management Account Holder or their 3rd party representative such as an electrical contractor is responsible for the safe installation of the Tap Electric SIM card. Tap Electric waives all liability in this regard as outlined in clause 10.2.

17.5. The Tap Electric SIM card is automatically provisioned and activated when it is installed in a charger and comes online. This commences the billing term of the card.

17.6. The Tap Electric SIM card is billed upfront for one year or until it reaches its data limit, whichever comes first. When the year or limit is reached, the Management Account is automatically billed and renewed for another term.

17.7. In case of default on the SIM card bill upon renewal, Tap Electric may disable the SIM card.

17.8. Pricing and data limits for the Tap Electric SIM card can be found on the Tap Electric website.

## 18. Fleet Management Module

18.1. Tap Electric's Fleet Management Module may be purchased by a Fleet Manager. It allows the Fleet Manager to create Users, provision charge cards,

produce reports, set different controls, and provide home reimbursement, also known as split billing, to their Fleet Drivers.

18.2. Pricing for this module can be found on the Tap Electric website or alternatively via a separate contract.

18.3. The Fleet Manager shall be invoiced for all sessions and fees associated to the Fleet Drivers under their management. This shall be in the form of a single, VAT compliant invoice for the entire fleet.

18.4. Payment for the Fleet Management Module can be made via bank transfer within 7 days of the invoice issuance. Tap Electric's bank details can be found on the invoice.

18.5. If Fleet Manager fails to make payment of an invoiced amount by the due date, Tap Electric is entitled to charge interest on the overdue amount at the statutory rate. This interest will be calculated from the date following the due date until the date of payment, in accordance with the Late Payment Directive (Directive 2011/7/EU). The statutory interest rate applicable will be the rate set by the European Central Bank plus 8 percentage points, or as otherwise specified by applicable legislation at the time of the late payment. Tap Electric will notify Fleet Manager in writing of any overdue payment within 5 business days from the payment due date. Fleet Manager will then have a grace period of 15 business days from receipt of the overdue notice to settle the outstanding amount, including any accrued statutory late payment interest.

18.6. Should Fleet Manager fail to make the required payment within the 15 business day grace period, Tap Electric reserves the right to suspend further deliveries of goods or provision of services until full payment is received. Additionally, if payment is not made within 30 days following the initial notice of overdue payment, Tap Electric may terminate the License, without prejudice to its right to claim compensation for damages and the full amount owed, including statutory late payment interest and reasonable recovery costs, including, but not limited to, legal fees, court costs, and collection agency fees. The failure or delay by Tap Electric in exercising any right in this clause shall not operate as a waiver thereof.

18.7. For any chargers under the control of the Fleet Manager, such as their workplace chargers, standard Conditions apply as outlined in Sections 15, 16, and 17.

18.8. For any chargers under the control of the Fleet Drivers, such as their home chargers, standard Conditions apply as outlined in the rest of this section,

Charging for Management Account Holders. This includes any situation where there is shared control of the home charger between the Fleet Manager and the Fleet Driver.

## **What's changed?**

### **Charging Session**

When you start a Charging Session using Tap Electric, you are confirming that you have used our service and therefore lose the right to cancel or withdraw from the transaction, even if you are still within the usual EU consumer cancellation period.

This is because, once the charging service has been provided, it cannot be "returned" or undone. This is similar to how you can't return a downloaded movie or a consumed food item.

This does not affect your other consumer rights or your ability to cancel your subscription at any time.

### **Fleet Manager Module**

We added terms for our new Fleet Manager Module, which also covers so-called split billing.

### **Internet Connectivity**

We added terms for charger owners when connecting their chargers to the internet, in particular for when you are using a Tap SIM card.

Late payment terms for Drivers

We added terms for when a driver is late with payment.

### **Tapkey Ownership & Transfer Provisions**

We clarified that Tapkeys are non-transferable. We also clarified that you should notify us immediately if you suspect your Tapkey is lost or stolen.

### **Payment terms for payouts**

Payment terms for payouts for management account holders have been changed to 30 days. Payouts remain based on the calendar month. We have also

added a provision to carryover the payout for management account holders to the next month if the available payout is less than 10 euros or 10 pounds.

### **VAT Updates**

We improved the VAT language around transactions that are treated as expense payments rather than typical sale of electricity.

New payout terms for roaming transactions for Management Account Holders

When you have roaming access enabled on your chargers, we now will only payout sessions once the 3rd party EMSP has paid those respective sessions. These payouts will remain on a regular calendar-monthly schedule.