

# Terms & conditions

Mobility cards and Back office subscriptions



# E-Flux Terms and Conditions

These are the Terms and Conditions that apply to mobility cards and BackOffice from E-Flux B.V. This document explains what has been arranged when you purchase one or more of our mobility cards, and when you enter into an agreement for the BackOffice.

## These Terms and Conditions consist of three parts:

- Information that applies to every service that you purchase from us
- Information that only applies to your mobility card(s)
- Information that only applies to your BackOffice

## If you purchase one of our products

Are you a consumer and do you purchase one of our products? Then the provisions of Article 7:17 of the Civil Code apply. This states that the purchased product must meet the expectations that you may have on the basis of the agreement. This arrangement only applies if you purchase a product.

## More information

More information about our products and services and the applicable rates can be found on our website. We recommend that you regularly check our website. Do you have questions about these Terms and Conditions or do you want more information? Please contact our Customer Service via the form on our website.

## Our website

We refer several times to additional information on our website. Our conditions and references are references to our website [www.e-flux.eu](http://www.e-flux.eu) and to [www.laadpassen.com](http://www.laadpassen.com).

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# 1. Definitions

All terms in these Terms and Conditions written with a capital letter are explained below.

## **Agreement**

The Quotation confirmed by the Customer, including any appendices to the Quotation, and in any case including these Terms and Conditions, concluded between the Customer and E-Flux;

## **Distance contract**

An agreement concluded between E-Flux and the Consumer within the framework of an organized system for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;

## **BackOffice**

The charge point management system to which the Customer can log in with use of his login details via the E-Flux website: <https://my.e-flux.eu>;

## **Mobility card**

The mobility card supplied by E-Flux upon conclusion of a BackOffice Subscription of a Charge Station, or upon order of an extra mobility card by the Customer, which provides access to the use of one or more Charge Stations;

## **Charge Point Operator**

An operator of Charge Points which are accessible through EV-Roaming. In case the charge points are connected to E-Flux, E-Flux will be the Charge Point Operator.

## **Charge Point Owner**

A site owner with an E-Flux connected Charge Station on site, which is accessible through EV-Roaming.

## **Charge Station(s)**

Station(s) where the End User can charge the Electric Vehicle, by using the Mobility card or E-Tag, and also allows him to stop or abort the Charging Sessions;

## **Charge Station Network**

Collection of Charge Stations of all Charge Points Operators which are accessible through EV-Roaming;

## **Charging Sessions**

The period the Electronic Vehicle is connected to a Charge Point which is started or stopped by using the Mobility card or E-Tag;

## **Consumer**

The Customer, being a natural person, whose actions are not carried out for objectives relating to a profession or a business;

## **Cooling-off period**

The period during which the Consumer can make use of his right of withdrawal;

## **Customer**

Any legal entity or natural person who enters into a contractual relationship with E-Flux under an Agreement concluded with E-Flux. A Customer is also the End User if he himself uses the Products or Services of E-Flux;

## **Digital content**

Data produced and supplied in a digital form;

## **Duration of the agreement**

An agreement that extends to the regular delivery of Products, Services and/or digital content during a certain period;

## **E-Flux**

The private limited company under Dutch law, E-Flux B.V., domiciled at Pedro de Medinalaan 15, 1086XP in Amsterdam;

## **E-Flux Network**

Collection of Charge Stations operated by E-Flux;

## **Electric Vehicle**

A road vehicle that is fully or partially propelled by an electric motor, which uses electricity which is stored in any way, and which is rechargeable through use of an E-linked Flux Charge Point;

## **End User**

The natural person or legal entity using E-Flux Products, Services or E-Flux Network.

## **EV-Roaming**

An E-Flux service which allows different Charge Point Providers to communicate and exchange data with each other. EV-Roaming allows End Users to use Charge Stations from different Operators at home and abroad.

## **Guest Use**

Situation where an End User uses a Charge Station from a Charge Point Operator via a Mobility card/E-Tag not owned by the Charge Point Operator itself.

## **E-Tag**

E-Flux key ring which provides access to the use of one or more Charge Stations;

## **Model withdrawal form**

The European standard form for right of withdrawal included in Appendix I of these Terms and Conditions. Appendix I does not have to be made available if the Consumer has no right of withdrawal with regard to his order;

## **Mobility Service Provider**

Provider of Mobility cards/E-Tags which can be used in the E-Flux Network.

## **Party/Parties**

E-Flux and/or Customer;

## **Products**

The products delivered by E-Flux to Customer, including - but not limited to - the Charge Point, Mobility card and other accessories;

## **Quotation**

Every quotation, proposal and/or statement issued by E-Flux to the Customer, for one or more Products and/or Services;

## **Right of Withdrawal**

The Consumer's right to withdraw from the distance contract within the cooling-off period, as set out in the chapter 'Right to withdraw from Distance Contract' at the end of the Terms and Conditions;

## **Services**

The services provided by E-Flux, including - but not limited to - Subscriptions, EV-Roaming and Technical Services;

## **Subscription**

Services offered by E-Flux for access to functionalities of the E-Flux management system BackOffice, or for access to the Network of Charge Stations via the E-Flux Mobility card or E-Tag;

## **Terms and Conditions**

These terms and conditions including any appendices;

## **Technical Services**

The services provided by E-Flux including - but not limited to - Smart Charging, Load Balancing and Proactive notifications and firmware updates;

## **Website**

The websites of E-Flux, including - but not limited to - [www.e-flux.nl](http://www.e-flux.nl) , [www.e-flux.eu](http://www.e-flux.eu), [www.laadpassen.com](http://www.laadpassen.com), as well as the BackOffice portal and any other website used by E-Flux at any time.

## 2. Applicability Terms and Conditions

2.1 All communication, Offers, Agreements and all resulting obligations with a Customer made by E-Flux shall be subject to these Terms and Conditions.

2.2 Deviations from these Terms and Conditions shall only apply if explicitly agreed in writing by E-Flux and Customer, and only apply to the specific agreement containing the deviation.

2.3 If the Customer declares his own general terms and conditions applicable to an agreement with E-Flux or refers to them, then these Terms and Conditions are not accepted by E-Flux and explicitly rejected, and the Terms and Conditions of E-Flux prevail, unless expressly stated and agreed otherwise.

2.4 The Terms and Conditions have been provided to the Customer in advance and can be consulted at all times via the website [www.e-flux.nl/algemenevoorwaarden/](http://www.e-flux.nl/algemenevoorwaarden/) and can also be downloaded there.

2.5 All provisions stipulated in these Terms and Conditions and any further agreements for E-Flux, are also stipulated for the benefit of affiliated companies of E-Flux, intermediaries and other third parties involved in the performance of the Agreement.

2.6 If any of the provisions in these Terms and Conditions is null and void, the other provisions of these Terms and Conditions shall remain applicable. In such case, the parties will consult with each other to agree new provisions to replace the void or voided ones, taking into account as far as possible the purpose and intent of the original provision.

2.7 If E-flux does not always demand strict compliance with these Terms and Conditions, it does not mean that its provisions are not applicable, or that E-flux loses the right to require the strict compliance of these Terms and Conditions in other cases.

2.8 E-Flux is entitled to modify these Terms and Conditions unilaterally. Changes to the Terms and Conditions shall take effect thirty (30) days after the day they are announced, unless a later date is stated in the notice. The changes shall also apply to existing Agreements. If a Consumer does not wish to accept a change, he may dissolve the existing Agreement in writing, within the aforementioned period and provided that E-Flux receives the notification within the aforementioned period, and the amendment justifies the dissolution.

2.9 In the event of changes to these Terms and Conditions that (i) give E-Flux the right to increase the stipulated price within three months after the conclusion of an Agreement or (ii) grant E-Flux the right to provide a Service which substantially deviates from the promised performance, the Customer who is a Consumer and who does not agree with the modified and/or additional conditions, is entitled to terminate the relevant Agreement, provided that the Customer notifies E-Flux in writing within a period of thirty (30) days after the notice. This article does not apply to changes or additions to the Terms and Conditions as a result of changes in relevant legislation and/or regulations.

## 3. If you want to conclude an agreement with us

### 3.1 How do you conclude an agreement with us?

All offers we make, for example via our sales partners, telephone or mail and our websites, are non-binding. Are you requesting a service? Then you are not entering into an agreement with us.

E-Flux cannot be held to its offers if the Customer, in terms of reasonableness and fairness and in society prevailing views, that the offer, or any part thereof contains an obvious mistake or error.

If an acceptance by the Customer, whether or not in minor points, deviates from the offer included in the quotation, then E-Flux shall not be bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless E-Flux indicates otherwise.

Do you accept a service for which you receive a (monthly) invoice from us? Then you agree on a subscription. The agreement for a subscription is only concluded once we have confirmed the acceptance of your application.

### 3.2 Your identification

After you have applied for a subscription, we shall assess it. We may ask for your personal or other information that we need to assess your application. Do you (also) submit an application on behalf of another person (a natural person) or on behalf of a company (a legal person)? Then you also need to prove your authority to represent. We can then ask for a recent excerpt from the Chamber of Commerce.

### 3.3 Risk assessment and assurance

After you have submitted an application, we shall carry out a risk assessment. We shall test your creditworthiness, among other things. When carrying out this test, we use our own data and from other companies. You can read more about this in these Terms and Conditions in the chapter "Privacy" or in the privacy statement on our website.

If it's uncertain if you can pay your invoices on the basis of facts or circumstances, because for example you do not have a permanent place of residence, domicile or business location in the Netherlands, we may ask for a guarantee. This can be a security, bank guarantee or deposit.

### 3.4 When can we refuse your application?

We may refuse your application for a subscription if:

- the risk assessment shows that there are risks that we do not wish to accept.
- you are legally incompetent or if you have not provided us (timely) the information requested that we need in order to review your application.
- we request a guarantee which you do not provide.
- you fail to comply with any provision of these Terms and Conditions or if we believe you shall not comply with such provision, and it is therefore right that we refuse your application.
- you have not complied with obligations from previous agreements with us.
- your connection is not possible due to technical or economic reasons. For example, if you live in an area where we do not provide the service.



Some services can only be delivered with a suitable connection, range or the right equipment. You need sufficient coverage to allow the SIM card to communicate with our cloud services, and you need a Charge Point to communicate with its protocols with our BackOffice. If this is the case in a particular service, we will indicate so. This also applies that we can set a maximum number of Charge Stations that are connected with the BackOffice. We can refuse your application in that case if you do not have the connection or equipment needed for the delivery of the service, or if you want to purchase more connections than the maximum number that we have set. If we refuse your request, you can ask us for the reason is.

### **3.5 Cooling-off period if you conclude your contract via the internet, by phone or on the street**

Are you a consumer and did you conclude the contract away from business premises, for example by telephone, by internet or on the street? In that case, the law stipulates that you have a 14-day reflection period. Within those 14 days you can revoke the contract without providing a reason and without having to pay any costs. That can be done online through our website.

The 14-day period runs from:

- an agreement for a service: the day of the contract conclusion.
- a consumer purchase: the day on which you receive the (last) product
- an agreement that concerns both a consumer purchase and the execution of services (for example a subscription with a mobility card): the day on which you receive the (last) purchased product

The cooling-off period of 14 days does not always apply. This differs per service. During the ordering process we inform you whether this cooling-off period applies.

Do you want to revoke the agreement within the cooling-off period of 14 days and we have already incurred costs for services provided? Then we can charge these costs. For example return, administrative, usage and subscription fees over the period that you have used the service.

## **4. When does the service start to work?**

The service will start to work on the start date of your subscription. During the application for a BackOffice subscription regarding charging station, we ask you to choose the desired start date of the subscription.

Regarding a charge card subscription the service starts to work the moment of your application.

Sometimes the service works even before we have accepted your request. This is a conditional acceptance. We can limit the possibilities of the service until we have definitively accepted your application.

## 5. Contract period

The contract for a subscription has the following minimum duration, unless agreed otherwise:

- Charge Station subscription; 12 months
- Mobility card subscription; 1 month

When the minimum duration is finished, the agreement shall automatically be converted into a contract for an indefinite period. In case of Prepaid Charging, you immediately enter into an agreement for an indefinite period of time.

Sometimes you can only take an additional service if you also take a different basic service with us. The minimum duration of the basic service is then automatically extended until the end of the additional service. The additional service ends automatically when the basic service ends.

## 6. Availability, maintenance and malfunctions

### 6.1 Availability and operation of the service

We do our best to ensure that our services run as smoothly as possible. But it is technically impossible to prevent each disruption or limitation of our services.

In many cases, you need a device to use our services. Devices have different possibilities and those possibilities can also affect what you can do with our services. For example, a tablet, laptop or PC can have a slow connection due to outdated components that control the speed of the connection, while our connection works well. An other situation would be a Charge Station has problems with its hardware which makes our software not function properly.

### 6.2 Maintenance

If we maintain our platform, it may be necessary for us to temporarily disable (a part of) our platform. This may affect you, because you may not be able to use your service temporarily or incompletely. Of course we shall limit this to the minimum. When necessary, we will put a certain part of our services out of order. Does this have noticeable consequences for you? Then we will announce this in time, unless impossible. We will ensure that charging with the mobility card or charging at the Charge Station is not hindered by this.

### 6.3 A malfunction

Do you notice that your service is not working properly? Please notify us as soon as possible. As soon as malfunctions are known to us, we examine them and try to remedy them as quickly as possible. It may be that we need your cooperation in our failure investigation. You are then obliged to cooperate. In most cases, E-Flux will pay the costs of a malfunction investigation and the solution of the malfunction. Does our research show that the failure is due to equipment that you have connected to our BackOffice or that the malfunction has been caused by you, by something you could have done something about or by something that is at your expense? Then we may charge you for the costs.

### 6.4 Compensation after a failure

Have you not been able to charge your car at your own Charging Station for more than 12 consecutive hours due to a malfunction in our software? Then you are entitled to a compensation. The compensation equals the fixed subscription costs that you pay to us. If you do not pay those, then nothing will be reimbursed for this, and which will be calculated pro rata with a minimum of 1 day.

If you have not been able to use your mobility card for more than 12 hours on any charging station due to a malfunction in our software, we will pay you a compensation. This compensation equals the fixed subscription costs of E-Flux, for the time that the disturbance lasted with a minimum of 1 day.

## 7. If we change something about our services

We can change or terminate a service for business and economical reasons. We can also do this in order to comply with the legalisation and regulations and/or to continue satisfying the requirements of time and the state of the art.

We do our best to make changes without affecting the service and the devices you use. If this is not possible and if we foresee that the change will affect you, we will inform you in advance. We do this as soon as possible and at least one month in advance.

If we suspend a service, we'll inform you as soon as possible. You will be notified at least 1 month in advance. Do we think that a change may have big consequences for you? Then, if possible, we foresee a longer period of at least 3 months in advance to inform you that the service will be suspended. If possible, we offer a replacement service. Your agreement with us ends no later than the date on which we suspend the service.

## 8. What you should know when using the service

### 8.1 You are responsible for the use of your service

If you purchase a service from us, you as a customer are responsible for its use. Even if someone else uses your service without your knowledge or permission, you shall pay all costs derived from the use of your service.

Does the electronic data traffic or devices which you have connected and which are not supplied by us, bother your use of the service? For example because they cause interference? Then you are required to follow our instructions and you are responsible if those instructions have financial consequences.

### 8.2 Code of conduct that you must adhere to

It is important that you comply with the following rules. Our services are intended for personal, reasonable and normal use. By that we mean use for private purposes. Or if the services are aimed at business customers: for normal business use. We trust that you will only use our services in such way.

you may only connect devices that comply with the legal requirements that apply to devices, such as requirements in terms of safety. This way you do not jeopardize the operation of our network. We trust that you and our employees always treat each other with respect.

We trust that you will not use the service in an illegal or unlawful way towards us and/or another person or company. Punishable and/or unlawful use are:

- sending spam
- publication or distribution of child pornography or other illegal porn
- distributing (computer) viruses or other files that could damage the (proper) functioning of our software or that of others
- threatening people
- illegal download
- using someone's address without permission, making it seem like you are the sender of a particular message
- harassing or violating the rights and personal lives of someone else to cause disruption
- hacking

- intellectual property infringement of us and/or third parties
- using your SIM card number in a way that is in violation of the legal rules that apply to the use of numbers

Failure to follow these rules of reasonable use of your service can result in us taking measures, such as temporarily suspending the service or terminating the agreement. In addition, we will calculate the incurred costs, including administration costs of at least € 40,- excl. VAT. If misuse exceeds 10MB per month, we will charge € 1.50 excl. VAT per MB.

## 9. Rates and fees

### 9.1 Our rates

You must pay the fixed rates for our services that you purchase. Our rates can be found on our website. The rates may consist of the following amounts:

- a one-off amount, for example connection costs or activation costs
- an amount that you pay periodically, often monthly, for example a subscription fee
- fees for the use of the service, for example a starting rate or a kWh rate

When determining the amounts that you have to pay to us, our data is conclusive, unless you demonstrate that our data is not correct. In determining these data, we are as careful as you can expect from us.

Our rates are indexed annually according to the CBS Consumer Price Index which announces the percentual rise of the prices. The timing of this differs per brand and per service. The date of indexing can be found in the rates section on our website. The indexing only apply to you if you have been a customer for longer than 3 months.

### 9.2 Billing periods

We have fixed billing periods. We calculate the subscription fee pro rata.

## 10. This is how you pay

### 10.1 Invoice

You will receive a digital invoice at a fixed recurring moment, unless we agreed otherwise. We can charge you if we send an invoice in a different way than digitally, for example by mail.

### 10.2 Debt collection

We deduct the amount that you have to pay us from your account via direct debit, unless agreed otherwise. The invoice states the date we will debit the invoice amount.

We may ask you to pay one-off fees and subscription fees in advance.

### 10.3 Payment period

The payment period is stated on the invoice. If not, the payment term is 14 days from the invoice date.

#### **10.4 If you do not pay on time**

If the payment term has expired and you have not paid, you will receive a payment reminder. You will then have 14 days to pay the outstanding amount. Did you not pay within those 14 days? Then we can suspend the service, and charge the statutory interest and collection costs. You will then owe an interest rate of 1% per (part of a) month from the invoice date on the outstanding amount with a minimum of €12.50 excluding VAT, without prejudice to the further costs of E-Flux. If the direct debit fails a couple of times in a row, we can transfer to another payment method. This may involve costs at your expense.

#### **10.5 If you do not agree with the invoice**

Do you disagree with the invoice? Then you must notify us within 14 days from the invoice date. When those 14 days expired, we assume that you agree with the invoice. Are you a consumer and could you not previously discover that the invoice was inaccurate? Then we shall not abide by those 14 days.

If you object to the invoice, you shall only temporarily postpone the payment of the part that you do not agree with. You must pay the rest of the invoice on time. Have you already informed us more than once that you disagree with the invoice? And does the invoice turn out to be accurate every time? Then we may ask you to pay for the research we do on your invoices.

#### **10.6 If we doubt whether you can pay**

If we have good reasons to doubt whether you can pay your (future) invoices, we may ask you to provide a guarantee, such as a deposit or bank guarantee. A good reason might be that you have not paid previous bills or if you had to pay a lot above average for the use of a service in a limited period of time. We therefore ask that you provide the requested guarantee within the set period.

#### **10.7 Direct debit reversal**

If an invoice amount is reversed without valid reasons, we charge € 12.50 excluding VAT administration costs. You always receive the invoice earlier than we collect. If you do not agree on the invoice or have questions, you can contact E-Flux.

## 11. Temporarily suspension of your subscription

Did you not follow through on our agreement? Then we may temporarily suspend the service if there are good reasons to do so. We will inform in advance, unless it is reasonable that this is not requested from us.

If you do fulfill your obligations within the term set by us, we will start the service again. In that case, we may charge you for reactivating your service.

Even if we temporarily suspend the service, you remain obliged to pay the agreed amounts.

## 12. Changing your agreement

### 12.1 Changes by us

We are entitled to change the agreement and the agreed rates. We will inform you at least 1 month in advance.

### 12.2 Change your subscription yourself

You can change your subscription every month during the minimum duration of your contract. You can send an e-mail to [support@e-flux.nl](mailto:support@e-flux.nl).

The cost of switching the subscription modalities is €7.50 incl VAT.

### 12.2 Moving

Changes to your (invoice) address must be communicated to us as soon as possible. If you want to transfer your contract to the new owner of the object who wants to take over the service, you can request us to do so. We will then charge you administration costs (€ 12.50)

## 13. Cancellation or termination

### 13.1 Cancellation during or after the minimum duration of your subscription

You can cancel your subscription at the end of the minimum term of the agreement. You must take into account the notice period, which is one month in case of a subscription. If, for example, the minimum duration of your subscription ends on November 1, you must cancel by October 1 at the latest. Otherwise the agreement will be extended. After this it is possible to terminate the contract monthly.

### 13.2 Premature termination

The agreement can only be terminated prematurely:

- if we change something in the agreement or the rates. You can read more about this below.
- if we do not meet our obligations and the non-compliance is so serious that you are entitled to cancel.
- if you move to a place where we can not provide the service or a similar service.
- in the event of death.

If you cancel, all credit that you may still have shall expire, for example your bundle credit.

### 13.3 Terminate (prematurely) if you disagree with a change

If we change something in the agreement or change the rates and you disagree with such change, you can terminate the agreement in many cases at no cost through our online customer service. This is possible from the date the change takes effect. Your cancellation must be received by us before the effective date of the change. You can not cancel the agreement (prematurely) if:

- the change does not affect you or is in your advantage.
- you can refuse the change.
- we have agreed the change with you upon conclusion of the agreement. For example, a periodic adjustment of the rates due to inflation.
- the change is required by the government.
- it concerns other cases in which this is not required by legislation and regulations.

### 13.4 When can we terminate the agreement?

In case of subscription, we are entitled to terminate your contract at the end of the minimum period of subscription and thereafter. We take into account the notice period, which is one month in case of a subscription. Prepaid Charging can be canceled at all times.

We can terminate the agreement prematurely if:

- you go bankrupt or suspension of payment has been requested for you.
- the application of the Natural Persons Debt Reorganization Act has been requested for you.
- you are legally incapable, have been placed under administration or are unable to manage your money yourself in any other way.
- you fail to comply with your obligations of this agreement or any other agreement with us, and it is therefore justified that we terminate the agreement.
- you have received a second payment reminder from us and you have not paid within the period prescribed therein.

Do we terminate your agreement prematurely because you do not fulfill your obligations or you have not paid? Then we can charge you the costs of the subscription for the minimum duration.

If we terminate a service, the contract for that service also ends on the same date. The agreement can not continue without the service.

## 14. Liability

### 14.1 When are we liable?

We are only liable for damage if this damage is caused by a shortcoming that is attributable to us according to the law or according to the generally accepted view.

Our liability only applies in the cases below. The amounts mentioned here apply. It is possible that an event results in damage to several customers. In such case, we will pay the indicated amount for that event. We then distribute the amount to be paid proportionally. Each customer will then be reimbursed the same part of their damage.

### 14.2 Failure by us

Unless fulfillment by E-Flux is permanently impossible, the liability of E-Flux arises due to attributable shortcoming in the fulfillment of an Agreement, only if the Customer gives E-Flux written notice of default with due observance of a reasonable term for repair of at least ten (10) working days, in which E-Flux remains imputable to the fulfillment of its obligations after the period for repairing the shortcoming. The notice must contain the most complete and detailed description of the failure, so E-Flux is to respond adequately to the occasion.

### 14.3 Liability indirect damage

E-Flux shall never be liable for indirect damage, including - but not limited to - consequential damage, loss of profit, lost savings, loss of turnover, loss of and damage to (data) files and damage due to business stagnation.

### 14.4 In case E-Flux provides products

E-Flux shall never be liable for damage caused by E-Flux to a Customer, in connection with the agreement, if products were provided.

### 14.5 Liability expressed in money

The liability of E-Flux shall never be more than the net invoice amount of the delivered Product, or in the case of a Service, the net invoice amount of the month in which the damage arose or ensues, whereby the maximum amount to be paid is €50,000.- (in words: fifty thousand euros).

### 14.6 Liability by third parties

E-Flux shall not be liable for damage caused by intent or deliberate recklessness by third parties engaged by the Customer and/or Installer.

### 14.7 Liability inaccurate information

E-Flux shall not be liable for damage of any kind, because E-Flux has assumed incorrect and/or incomplete information provided by the Customer, unless this inaccuracy or incompleteness should have been known to E-Flux.

### 14.8 Liability managerial subordinate

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of E-Flux or its managerial subordinates.

### 14.9 Report

The Customer must report the damage for which E-Flux can be held liable, as soon as possible, but in any case within 10 days after the damage occurred to E-Flux, all this subject to the penalty of any right of reimbursement of this damage.



## 14.10 Expiration

Any liability claim against E-Flux expires within one year after the Customer has become aware of the harmful event or could reasonably have known this.

## 15. Contract transfer

You can only transfer your contract and the rights and obligations to someone else if we have given you permission in writing. We can attach conditions to that permission.

We can transfer our rights and obligations to another company if we transfer (a part of) our company.

## 16. Do you have a complaint?

Then you can submit a complaint about how the agreement is concluded or executed to the Disputes Committee. You can only do so within 12 months after the disagreement has arisen. Before you go to the Disputes Committee, you must first submit your complaint to us. More information can be found on our website. If you do not report your complaint to us first, the Disputes Committee will not deal with your complaint. We can only submit a dispute to the Disputes Committee if you have indicated that you agree with this.

The Disputes Committee deals with disagreements in accordance with regulations. If you request this, you will receive these regulations. The decisions of the Disputes Committee are binding. This means that you can not appeal against a decision of the Disputes Committee. You can, however, have the decision reviewed by the judge afterwards. If you submit a dispute to the Disputes Committee, you shall pay a fee.

**Consumers:** <https://www.degeschillencommissie.nl/english/>

**Business customers:** <https://www.degeschillencommissie.nl/english/>

You can also submit disputes to the court. It is up to you whether you choose the Disputes Committee or the judge.

All disputes arising from or are related to an Agreement shall be exclusively brought before the competent court in Amsterdam. The Consumer has the right to turn to the competent court according to the law at any time.

In these Terms and Conditions, the Agreement is exclusively governed by Dutch law. The Vienna Sales Convention is excluded.

## 17. What about your privacy?

### 17.1 We use your information in order to deliver our services

If we provide our services, we must use your data. For example your personal, traffic and location data. We comply with the AVG regulation, the Personal Data Protection Act and Chapter 11 of the Telecommunications Act. You can find these, among others, on [www.overheid.nl](http://www.overheid.nl).

How we process and protect your data and which choices you can make herein, is stated in our privacy statement. You can find the privacy statement on our website. We can adjust the privacy statement if there are new developments. We encourage you to read the privacy statement regularly. This way you know how we process and protect your data.

E-Flux acts in accordance with the GDPR regulation, which is effective from 25th of May 2018. On ground of the rules set in the GDPR, E-Flux will keep record of all personal data that is being processed by E-Flux.

## 17.2 Processing of your data when assessing creditworthiness

If you submit your application, we process your data so we can assess your creditworthiness. We use our own files for this, but also the files from other companies. For example, the file that is offered by Graydon and DAS. These are companies that help other companies to reduce fraud risks.

## 17.3 Pass on your data when assessing creditworthiness

Do you have payment arrears of more than 85 days? Then we can give your data to Graydon and/or DAS. They can use this data for a risk analysis. If we provide your details, this may have consequences if you want to enter into an agreement with (financial) obligations with another company.

Do we use a different company for collecting our claim, for example a debt collection agency? Or do we transfer our claim to such a company? We may share your information with that company.

## 17.4 Processing for commercial purposes

E-flux is not permitted to lend, grant, sell or make public the personal data of the Customer in any way. E-Flux may only use the personal data of the Customer in the context of the execution of its delivery obligation or for the handling of complaints. E-Flux may only use the personal data of the Customer for specific purposes that are required.

The data and information provided by the Customer to E-Flux will be carefully and confidentially stored by E-Flux. E-Flux will not keep the personal data longer than necessary. The Customer has the right to inspect, correct and removal the personal data on request.

The Customer agrees that E-Flux will approach the Customer for statistical research or customer satisfaction surveys. If the Customer does not want to be approached for research, the Customer can give notice to E-Flux.

## 17.5 Cookies

When visiting the E-Flux website, data of the Customer can be collected and stored by using cookies. This information collected by the cookies can be used for functional or analytic purposes.

## 17.6 Rights of the Customer

The Customer is entitled to submit a complaint to the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

# 18. Safety

What do we do for your safety? We take all technical and organizational measures necessary to protect our network and our services as well as possible.

# 19. Activation costs

If we connect a service, we may charge activation costs. We will inform you of this during the quotation.

## 20. Your SIM card

### 20.1 Use of your SIM card

You will receive a SIM card if you need it for the use of the service but the SIM card remains property of E-Flux. If we change the technical features of your SIM card or if your SIM card is outdated, we can replace your SIM card. We can also change the technical properties or settings of your SIM card (remotely).

We may use security codes for the use of, access to, or payment of fees for services and/or content services of others.

You must protect the SIM card as good as possible against unauthorized use, theft or damage. You must keep the security codes of the SIM card confidential. You may not store this on or near the SIM card. Once your contract for a mobile charging service ends, you must ensure that the SIM card becomes unusable. For example, by cutting the SIM card.

### 20.2 Block the SIM card in the event of theft or loss

In the event of theft, loss or if you think someone has used your SIM card or the security codes without your permission, you can ask us to block your subscription. That is possible 7 days a week. We will block your subscription as soon as possible. Until your SIM card is blocked, you must pay the costs of using your connection. You do not pay any costs for usage during the period that your subscription is blocked, but you do have to pay regular subscription costs. A prepaid charge subscription cannot be blocked.

You can ask us to unblock your card. We can charge you for this. If we block your card, certain settings or details of your service may be lost.

### 20.3 SIM card activation

We activate the SIM card one day before the start date of the subscription. This start date is chosen by you during the application process (see 4. When

## 21. Mobility cards

21.1 The Customer must carefully handle the Mobility card, use it in accordance with normal use and refrain from any Unauthorized Use thereof.

21.2 Charge Stations belong to several manufacturers and Operators, which E-Flux is not part of. E-Flux only facilitates the use of the mobility cards. For this reason, E-Flux has no influence on the roaming, the proper functioning, the availability and/or the accessibility of Public Charge Stations and therefore provides no guarantee whatsoever.

21.3 E-Flux is at all times entitled in the event of breach of contract by the customer, to stop the possibility of charging and/or no longer provide access to a Charge Station from the Partner Network, without prior notification and without any obligation to the Customer.

21.4 The Customer guarantees to E-Flux that the personal details provided by him when activating a mobility card and entering into a Subscription, such as name, bank account number, billing address and e-mail address, are current, complete and correct and that any changes of these details should immediately be reported to E-Flux via [support@e-flux.nl](mailto:support@e-flux.nl).

21.5 E-Flux is - without being obliged to pay any damage to the Customer - entitled to terminate the Agreement with the Customer with immediate effect, and to immediately terminate the activated passes and/or to immediately block the mobility card:

- a. If the direct debit can not be successfully executed several times or the invoices are not paid after two reminders, or
- b. If the customer exceeds his permitted usage limit within the purchased bundle of the subscription.
- c. in the event of bankruptcy, suspension of payment, debt repayment or under guardianship of the Customer.

21.6 In case the mobility card gets stolen or lost, the customer is responsible to block the card in the E-Flux Mobility Portal. After registration, E-Flux will send personal login details. The customer can go to the Mobility Portal and report the card as lost under submenu 'My Charging cards'. The card will be immediately blocked. Until the moment of blocking, the customer is fully liable for any damage that is lost from loss, theft or misuse of the card or E- tag. All costs that are incurred with the charge card before it is blocked are on behalf of the customer.

## 22. Costs of charging services

22.1 The costs as stated on the website will be charged for charging at Public Charge Stations in the Partner Network. These costs consist of a fixed monthly payment - payable in advance - depending on the chosen subscription bundle, understanding that:

- a. in the case of a part of a month, the remaining monthly amount is charged as the first payment, the so-called pro rata amount of the current month.
- b. if the consumption of kWh, connectivity hours and/or fast charging of the chosen subscription bundle is exceeded, then these E-Flux rates for kWh, connectivity hours and/or fast charging will be charged. The customer receives a separate invoice for additional consumption. The rates are listed on the website monthly in advance.

22.2 The Customer activates a mobility card for charging at Public Charge Stations via the website [www.e-flux.nl/activate](http://www.e-flux.nl/activate) (activate your mobility card). E-Flux will make the link between the mobility card and the customer data as soon as possible so that it can be used.

22.3 No funds can be accumulated by means of services that have not been purchased and/or the maximum use of the permitted subscription bundle. No claim can therefore be made.

22.4 Additional consumption costs can still be charged to the customer for up to 3 months after the purchase of services.

## 23. What about guarantee?

Products have a two-year warranty against material or manufacturing defects. If the Customer detects any damage/defect/shortcoming to the Product, he must report this to E-Flux within a reasonable period of time and in any case within ten (10) working days with all possible details of the defect or the malfunction via: [support@e-flux.eu](mailto:support@e-flux.eu). A notification period of two months applies to Consumers.

The above applies only to Products directly purchased from E-Flux and not from third parties such as resellers, installation partners or other third parties.

Defective products must always be returned to E-Flux by the Customer at his own expense.

E-Flux does not guarantee that all products will work flawlessly. This is partly because the actual production of, for example, the mobility card is not done by E-Flux itself. E-Flux will make every effort to repair defects in Services and Products within a reasonable period of time.

The right to (partial) restitution of the price, repair or replacement or compensation will lapse if the damage/defects/shortcomings are not reported within the set period, unless a broader period is required due to the nature of the Product or circumstances of the case.

### **Defects and shortcomings**

In case the Customer has reported a defect/shortcoming, E-Flux is able to postpone the repair of the defects until a new version of the Product and/or Service is put into use. E-Flux does not guarantee that defects in software or other items that have not been developed by E-Flux themselves will be repaired. E-Flux is entitled to apply temporary solutions or problem-avoiding restrictions. If a Service and / or Product is developed on behalf of the Customer, E-Flux can charge the Customer for the costs of repair in accordance with its usual rates.

### **Control and accuracy**

E-Flux is not responsible for checking the accuracy and completeness of the results of the service and the data generated using the Service. As Customer, you can check the results of the service and the data generated using the Service.

### **Responsibility of the Customer**

On the basis of the information provided by E-Flux, Customer will make an inventory of the risks for his organization and, if necessary, take additional measures to prevent and limit the consequences of malfunctions, defects in services, mutilation or loss of data or other incidents. E-Flux declares that it is prepared to provide reasonable assistance at the Customer's request to incorporate further measures by the Customer. E-Flux can charge the costs to the Customer for the additional work, in accordance with its usual rates. E-Flux is never responsible for the recovery of corrupted or lost data.

## 24. Service & Support

The Customer Service provides 24/7 services in response to questions and/or complaints from the Customer or the End User, with regard to the Products and Services of E-Flux.

The Customer Service is available at 085 067 0005. E-Flux gives no guarantee that the Customer Service is available at all times without malfunctions and/or interruptions, nor that certain results will be achieved with the provision of the Customer Service Services. Of course you can expect us to do everything we can to make it available in time or directly to you.

If there is a problem with a Charge Station or a Mobility card, the End User must immediately contact the telephone numbers listed on the Charge Station or Mobility card.

In case the End User tries to remedy the fault, E-Flux is in no way liable for the consequential or future damage.

## 25. Intellectual Property

All intellectual property rights of the software, websites, databases, equipment or other materials such as analyzes, designs, documentation, reports, offers, as well as preparatory material thereof developed by or made available to the Customer, are exclusively vested in E-Flux, its licensors or its suppliers. The Customer shall only acquire the rights of use expressly granted in these General Terms and Conditions and/or Agreement and the law. A right of use accruing to the Customer is revocable, non-exclusive, non-transferable to third parties and not sublicensable.

E-Flux guarantees its products do not infringe Dutch patent rights, design rights or other rights of industrial or intellectual property of third parties.

All intellectual property rights provided by the Customer to E-Flux pursuant to the Agreement, such as the possibility of a Customer, non-Consumer, to place his logo to the Mobility card, remains the property of the Customer.

The Customer is not permitted to remove or modify any designation of an intellectual property right, such as a logo and trademark on Products and/or Services provided by E-Flux, software, documentation and materials made available.

## 26. What is EV-Roaming?

26.1 With the EV-Roaming Service, Customers with an E-Flux Mobility card or E-Tag can use the Charge Networks from E-Flux and other Charge Point Operators with whom E-Flux has an agreement. E-Flux can not guarantee that the Customer can charge at all Charge Stations in the Netherlands and abroad through EV-Roaming.

26.2 The Mobility cards and E-Tags are standard equipped for interoperability.

26.3 E-Flux is billed by other Charge Point Operators for the Customer's Charging Sessions. E-Flux will fully charge these costs for usage of Charging Sessions to the Customer.

26.4 The costs for a Charging session may consist of a starting fee, a fee for the power consumption (per kWh) and/or a fee for the duration of the Charging Session (for example, per minute). These fees can differ per Charge Point and can be changed indefinitely by Charge Point Operators.

26.5 The charging costs for the use of Mobility cards and E-Tag are invoiced monthly to the Customer.

26.6 The Customer is responsible for acquainting and complying with the applicable parking policy and any conditions of use associated with the Charge Station, including Charge Stations where E-Flux is not the Charge Station Operator.

## 27. Smartphone Applications

27.1 Unless stated otherwise, Smartphone Applications are made available free of charge by E-Flux via its website and various app stores.

27.2 E-Flux does not guarantee that the Smartphone Applications will be error-free and will operate without interruptions. E-Flux will make every effort to repair defects/faults or other malfunctions within a reasonable period of time.

27.3 Maintenance of Smartphone Applications by E-Flux will take place as much as possible outside office hours.

27.4 E-Flux does not guarantee that Smartphone Applications will display at all times the available Charge Stations in the Network, but will make every effort to ensure it does.

27.5 E-Flux is not liable for the failure or improper functioning of Smartphone Applications as a result of hardware or software running on the Customer's system, whether this is a PC, laptop, tablet or mobile phone. The Customer is responsible for ensuring that the platform on which the Smartphone Application is installed complies with the system requirements set by this Application.

## 28. Allowing Guest Use at Charge Station

28.1 By means of the Subscription referred to above, Customers can activate their Charge Station for Guest Use and set a fee for this.

28.2 Depending on the Subscription, the Customer can set different types of rates.

28.3 E-Flux reserves the right to limit the setting of rates to a maximum. This restriction is available to the Customer on the E-Flux website.

28.4 Customer is responsible for setting applicable rates. E-Flux is not liable for any damage that Customer suffers due to the set rate. This includes, but is not limited, to situations where the set rate is lower than the customer's electricity costs or negative responses from End Users to the level of rates.

28.5 The amount of the total compensation is determined by E-Flux based on Guest Use and the set rates.

28.6 Each month, the Host of the Charge Station receives a credit note specifying the compensation to be received. Payment of the compensation takes place per month and one and a half months after the relevant month of the Guest Use.

28.7 E-Flux preserves the right to limit payment of the compensation to the actual costs incurred by the Customer, if E-Flux can not charge the Guest Use compensation to the other Mobility Service Providers.

## 29. Right of withdrawal

29.1 We start delivering a service (a continuous subscription for a charging station) after 14 days, unless the customer request the service to be live immediately. Will the service be dissolved within the period of 14 days? Then you pay the service pro rata.

29.2 If you revoke the contract, you will receive all payments you have completed at that time, without delay and in any case not later than 14 days after we have been notified of your decision to withdraw from the contract. We will use the payment method similar to the original transaction, unless you have expressly agreed otherwise. We will not charge you with extra transaction costs for the reimbursement. We may wait with reimbursement until we have received the goods back, or you have shown that you have returned the goods, whichever comes first.

In order to execute the right of withdrawal, you must inform us by means of an unequivocal statement (for example, in writing, by post, fax or e-mail) that the agreement will be revoked. You can use the standard form for withdrawal (PDF) sent by us, but you are not obliged to do so. The standard form can be found on the website [www.e-flux.nl/withdrawal](http://www.e-flux.nl/withdrawal)

In order to comply with the withdrawal period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

If E-Flux has not complied with its obligation to provide information or has not provided information correctly, the Other Party shall have the right to terminate the Agreement for one year after the receipt of the goods delivered by E-Flux or after the conclusion of the agreement, without mentioning the reasons for doing so. If then E-Flux complies with the obligation to provide information within one year, the day after it has fulfilled that obligation, the fourteen calendar days begin to run.

## Consequences of the cancellation

1. If you revoke the agreement, you will receive refunds for the amount you have paid E-Flux, without delay and in any case no later than 14 days after we have been notified of your decision to cancel the agreement. We will refund with the same payment method with which you made the original transaction, unless we expressly agreed otherwise; in any case, you will not be charged for such reimbursement. We may withhold reimbursement until we have received the goods back or you have shown that you have returned the goods, whichever comes first.
2. You must return or hand over the goods to us without delay, but in any case no later than 14 days after the day on which you have notified us of the decision to cancel the agreement. You are on time if you return the goods before the 14-day period has expired.
3. If the Customer returns the delivered goods, the Customer must return the goods in a proper packaging, with all accessories and in its original condition. The shipping costs of the return are at the risk and expense of the Customer.
4. The direct costs of returning the goods are for your account.
5. You are only liable for the depreciation of the goods resulting from the use of the goods, which goes beyond what is necessary to determine the nature, characteristics and functioning of the goods.
6. During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

## Exclusion of right of withdrawal

The entrepreneur can exclude the right of withdrawal of the consumer insofar as provided for in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.

### Exclusion of the right of withdrawal is only possible for products:

- which have been created by the entrepreneur in accordance with the specifications of the consumer;
- which are clearly personal in nature;
- which cannot be returned due to their nature;
- which can spoil or age rapidly;
- of which price is subject to fluctuations on the financial market on which the entrepreneur has no influence;
- for individual newspapers and magazines;
- for audio and video recordings and computer software of which the consumer has broken the seal.



# Consumer Withdrawal Form

(only use this form if you want to revoke the agreement)

To: E-Flux B.V.  
Pedro de Medinalaan 15  
1086 XP Amsterdam  
[support@e-flux.nl](mailto:support@e-flux.nl)

Date:

Dear sir/madam,

- By this form, I/We\* want to let you know I/We want to revoke My/Our agreement concerned the following products/services: [description of product/service]\*
  
- Ordered on \*/received on\* [order date of service or supply date products]

Signature consumer(s)  
(only if this form will be send on paper.) \_\_\_\_\_

[Name consumer(s)] \_\_\_\_\_

[Address consumer(s)] \_\_\_\_\_