

# GENERAL TERMS AND CONDITIONS FOR THE USE OF ICU CONNECT FROM ALFEN ICU B.V.



hereinafter to be referred to as 'ICU Connect Conditions'

## 1. Subject

- 1.1 These ICU Connect Terms and Conditions apply to the use of ICU Connect. Acceptance of these ICU Connect Terms and Conditions by a User takes place if and as soon as the User receives access to ICU Connect.
- 1.2 ICU Connect is a system that is made for the administration and management of charging stations by Users.

## 2. Definitions

- 2.1 In these ICU Connect Terms the following terms have the following meaning:

### Alfen

the private company with limited liability Alfen ICU B.V., established at Hefbrugweg 28 in (1332 AP) Almere, registered in the trade register of the Chamber of Commerce under number 64998363;

### GDPR

the General Data Protection Regulation;

### Operator

the person / entity that has been given the right by the Customer to use ICU Connect and has received an account for this on [www.icuconnect.nl](http://www.icuconnect.nl);

### Operator Rights

the rights of the User to view, administrate and manage the EV Charging Stations and the Rights to Charge with ICU Connect;

### Owner

the owner of the EV Charging Stations;

### E-driver

individuals who make use of the EV Charging Station and have received permission thereto from the Customer and / or the Operator;

### Users

the Customers and Operators who use ICU Connect;  
Right of Use the limited, revocable, non-exclusive and non-transferable right of Users to use ICU Connect in

accordance with these ICU Connect Conditions and any other the laws and regulations;

### ICU Connect

the central management system that is connected to EV Charging Stations on a cloud-based platform, with which the EV Charging Station can make a connection, which system can be accessed by users via the internet;

### ICU Connect Conditions

these conditions for ICU Connect from Alfen;

### Customer

the party which has an ICU Connect subscription with Alfen;

### EV Charging Station

the EV charging station connected to ICU Connect;

### Charging Station Information

the combination of the following data: the name of the Customer, the type, number, serial and order number of the Charging Posts of the Customer;

### Right to Charge

the right of an E-driver to charge an electric car at a EV Charging Station

## 3. ICU Connect Conditions

- 3.1 Customers have subscribed to ICU Connect with Alfen for their own use or use by other Operators. By using ICU Connect, the Operator declares to have permission from the Customer for the use of ICU Connect.
- 3.2 Alfen hereby grants Users the right of use, which right the User hereby accepts. Title, ownership rights and intellectual property rights of ICU Connect are and remain the complete and exclusive property of Alfen. Operators have the right to grant other Operators access to ICU Connect and assign them equal or lesser rights and roles.
- 3.3 With regard to ICU Connect, new versions, new releases or updates may be issued by Alfen. The provisions of these or ICU Connect Terms and Conditions also apply to these new versions, releases and / or updates.

**3.4** Alfen reserves the right to change these ICU Connect Terms and Conditions unilaterally. Use of ICU Connect by the User after the date of the change applies as acceptance of the amended or supplemented ICU Connect Conditions.

## **4. Description of services**

**4.1** ICU Connect is the central management system that Alfen makes available to Users in order to enable them to administrate and manage their EV Charging Stations by using their login details via <https://icconnect.nl>. EV Charging Stations with ICU Connect can also be monitored remotely and / or configured. ICU Connect offers the following functionalities to its Users:

- a) Insight into charging transactions;
- b) Records of logging and notifications;
- c) Manage access and setting of opening hours;
- d) Remote assistance and configuration;
- e) Overview of all EV Charging Stations;
- f) Control EV Charging Stations;
- g) Manage and authorize new Operators;
- h) Terminate the Right of Use of certain Operators on the EV Charging Points.

## **5. Use**

**5.1** Users are not permitted to use ICU Connect in violation of any legal provisions of these ICU Connect Terms or any other applicable law.

**5.2** The User is aware that a breach of these ICU Connect Terms and Conditions results in both an attributable failure to comply with this and a violation of the intellectual property rights of ICU Connect by the User towards Alfen.

**5.3** User may only use ICU Connect in and for its own business or personal use, for the intended use only and only for the number or type of Operators for whom the User Right has been granted.

**5.4** User acknowledges and agrees that ICU Connect may be subject to export restrictions and regulations imposed by national and international regulations, such as those of the European Union. The User agrees that the User will not acquire, send, transfer or export ICU Connect, either directly or indirectly, to a country for which this export is prohibited under the export rules.

**5.5** By using ICU Connect, the User guarantees that:

- a) he/she is authorized to make use of and consent to the use of ICU Connect in accordance with these ICU Connect Conditions;

- b) he/she will not use viruses, trojans, worms, bots or other software that may damage ICU Connect, make ICU Connect inaccessible or be intended to circumvent technical protection measures;
- c) he/she will not perform any actions that impose an unreasonable and / or disproportionate load on the infrastructure of ICU Connect and / or impede the functionality of ICU Connect;
- d) he/she will not use any applications that monitor, manipulate and / or copy ICU Connect (parts of) ICU Connect; and / or
- e) he/she will in no way cause trouble or damage to (other Customers of) Alfen when using ICU Connect, all this in the opinion of Alfen.

**5.6** The User is prohibited to:

- a) carry out acts that can be assumed to be capable of causing damage to the systems of (Customers of) Alfen;
- b) circumvent any technical limitations in ICU Connect;
- c) making (or having made) copies of ICU Connect;
- d) publish ICU Connect for others to copy;
- e) use ICU Connect in such a way that it generates revenue.

## **6. Payment and Availability**

**6.1** The Customer obtains the Operator Right after the conclusion and payment of an ICU Connect subscription. The Operator Right can be transferred by the Customer to the Operator by providing the Operator with the Charging Station Information. By providing the Charging Station Information to the Operator, the Customer gives consent to the Operator for the (joint) use of ICU Connect.

**6.2** Alfen makes ICU Connect available to User after acceptance of these ICU Connect Conditions. Payment for the provision of ICU Connect is made by the Customer. Operator (not being Customer) of ICU Connect therefore has free access to his Operator account.

**6.3** If Customer no longer pays Alfen for the costs of ICU Connect at any time, Alfen reserves the right to terminate the connection of ICU Connect for Customer and Operators having access through Customer.

**6.4** If the Operator no longer wishes to use ICU Connect, the Operator can opt out by sending a message to [cpadmin@alfen.com](mailto:cpadmin@alfen.com).

## **7. Availability**

**7.1** Alfen reserves the right to change facilities or functions of ICU Connect. This may result in the temporary

unavailability of all or some parts of ICU Connect. Other situations could also lead to ICU Connect being temporarily unavailable, such as situations of force majeure. Alfen cannot be held responsible for the consequences of such interruptions and will ensure that the availability is restored as soon as reasonably possible.

## 8. Software from suppliers

- 8.1** If and insofar as Alfen makes third-party software available to the User, the (license) conditions of third parties in the relationship between Alfen and the User will apply in respect of that software, with the exception of the provisions in these ICU Connect Conditions.
- 8.2** If and insofar as the aforementioned third-party conditions in the relationship between User and Alfen for whatever reason are deemed not to apply or are declared inapplicable, the provisions of these ICU Connect Terms and Conditions shall apply in full.

## 9. Intellectual Property

- 9.1** All knowledge and intellectual property rights relating to ICU Connect belong exclusively to Alfen. The User obtains only the User Rights that are explicitly granted with these ICU Connect Terms and Conditions.
- 9.2** The techniques and processes developed by Alfen and processed in ICU Connect are the property of Alfen, its licensors or its suppliers and are not made available to the User.
- 9.3** Alfen has the right to take action against anyone who infringes in any way whatsoever of its intellectual property rights, including copyrights, copyrights of third parties, trademark rights, its ideas, as expressed in ICU Connect.

## 10. Processing of Personal Data

- 10.1** In connection with ICU Connect, Alfen will process certain data that qualify as "personal data" within the meaning of the GDPR. Alfen processes such personal data on behalf of the Customer and therefore Alfen shall qualify as a 'processor' and the Customer as 'controller'. This article 10 shall be considered the 'processing agreement' within the meaning of Article 28 GDPR between Alfen and the Customer.
- 10.2** On behalf of the Customer, Alfen shall process the following personal data of Users for the duration of the ICU Connect subscription:
- data associated with the User's charging pass, such as pass number, pass expiration date and pass status; and

- data associated with the User's account, such as user name, user role, user company, name, contact details, user function (regular user/admin, etc.), assigned charging group and preferred language of the user interface.

**10.3** Alfen will use the personal data exclusively for the following purposes:

- assigning and terminating the Right of Use of Users and Operators;
- facilitating charging transactions;
- providing insight into charging transactions;
- providing records of logging and notifications; and
- providing remote assistance and configuration.

**10.4** The following conditions apply to the processing relationship between Alfen and the Customer:

- Alfen will only process personal data on the basis of the written instructions from the Customer, as described in this article or otherwise. Alfen shall not process personal data for its own purposes other than described in article 10.5.
- Alfen shall ensure that only authorized personnel bound by confidentiality have access to the personal data.
- Alfen has implemented appropriate technical and organizational measures to protect personal data against loss or against any form of unlawful processing. These measures will guarantee a level of security, having regard to the state of the art and the cost of their implementation, appropriate to the risks represented by the processing and the nature of the data to be protected. In the event Alfen has become aware of a breach of security as described in Article 4 paragraph 12 GDPR, Alfen will notify the Customer without undue delay.
- Customer authorizes Alfen to use third parties ("sub-processors") to process personal data on its behalf. Alfen shall inform the Customer of the use of such sub-processors. If the Customer has a legitimate reason that relates to the sub-processor's processing of the personal data, the Customer may object to the use of such a sub-processor. Alfen shall impose to sub-processors at least the same obligations as included in this article.
- Alfen may only transfer personal data outside the European Economic Area in accordance with Chapter V of the GDPR.
- Alfen will provide reasonable assistance to the Customer to comply with data subject requests,

security obligations, breaches thereof, data protection impact assessments and prior investigations, and to demonstrate compliance with the GDPR (including by permitting reasonable audits). Alfen may charge a reasonable fee for the assistance referred to here.

- g. Alfen will cease processing personal data after the ICU Connect subscription has ended. The Customer may request the personal data relating to the Customer's organization within one month after the ICU Connect subscription has ended. Alfen may charge a reasonable fee for providing the personal data. Alfen shall irrevocably delete the personal data within six months after the end of the ICU Connect subscription at the latest.

- 10.5 In addition to the processing activities described above in articles 10.1-10.3, Alfen may process personal data for the purpose of analyzing and improving ICU Connect. For these processing activities, Alfen is considered the controller. These processing activities are further described in the Alfen Privacy and cookie statement, available at: <https://alfen.com/privacy-and-cookie-statement>.

## 11. Warranty

- 11.1 ICU Connect is made available to each User 'as such', without giving any warranties. Alfen does not guarantee the correctness, reliability, availability or accuracy of ICU Connect. All implied warranties, including but not limited to title, availability, performance, non-infringement, marketability or suitability for a particular purpose are rejected by Alfen. User takes the entire risk in terms of results and performance of ICU Connect.

## 12. Liability

- 12.1 Alfen is not liable for any damage, however named and by whatever cause. This includes, but is not limited to, direct damage, indirect damage, consequential loss and lost profit.
- 12.2 The provisions of this article as well as all other limitations and exclusions of liability mentioned in these ICU Connect Terms and Conditions also apply to the benefit of all (legal) persons of which Alfen uses the performance of the agreement.

- 12.3 Alfen endeavors to ensure secure access to and transfer of the content of ICU Connect against third parties infringements, but Alfen cannot guarantee that data transfer will take place as a result of unlawful interception.. Alfen is also not liable for loss of data. Each User is personally and solely (with the exclusion of Alfen) responsible for managing the content of its ICU Connect environment, including granting access to it.

- 12.4 User indemnifies Alfen against any claim from third parties, which is related to incomplete, non-truthful and / or not up-to-date (personal) data.

## 13. Termination

- 13.1 The User's right to use Alfen will terminate immediately and without notice if this ICU Connect Terms or the law is violated by the relevant User or if ICU Connect is used for purposes other than those for which it is intended.
- 13.2 The Customer may terminate the Operator Right of the Operator.
- 13.3 The User can terminate the Charging Right of E-Riders.

## 14. Other provisions

- 14.1 These ICU Connect Terms and Conditions are governed exclusively by Dutch law, with the exception of the rules of private international law.
- 14.2 All disputes arising from or related to these ICU Connect Conditions will be settled by the competent court in Almere, the Netherlands.
- 14.3 If a provision in these ICU Connect Conditions proves to be void, this will not affect the validity of the other provisions in the ICU Connect Terms. In that case, the parties will establish a provision to replace a provision that gives effect to the intent of the original provision as far as legally possible.