

Alfen Configuration App User Terms and Conditions Alfen 2020-I

1. General

- 1.1 The use of the mobile device application Alfen Configuration App (“App”), developed by and/or on behalf of Alfen ICU B.V. (“Alfen”), regarding Alfen EV Charging Equipment (“Charger(s)”), is subject to these user terms and conditions (“Terms”).
- 1.2 The App can be used by individuals that own a Charger (“Owner(s)”) or who are the end-user of a Charger (“End User”) and by installers of the Chargers (“Installer(s)”). Owner, End User and Installer will hereinafter be referred to as “User(s)”.
- 1.3 By checking the box “Accept terms and conditions” and accessing the App, the User accepts these Terms. It is not possible to use the App without agreeing to these Terms.
- 1.4 If the User uses the App on behalf of a company, organization or other entity, then ‘User’ includes that entity, and the User warrants to Alfen that it is an authorized representative of that entity and that it agrees with these Terms on behalf of that entity, therefore binding the entity to these Terms (“Company User”).
- 1.5 Alfen reserves the right to amend (part of) these Terms from time to time at its sole discretion. All changes are effective upon implementation and the amended Terms are applicable to any use of the App after the date of amendment. The Use of the App by User after amendment of the Terms, means User has accepted the amended Terms.
- 1.6 In the event that a provision of these Terms turns out to be invalid for any reason, such provision may be substituted with a provision reflecting the purpose of the invalid provision as closely as possible. The illegality, invalidity or unenforceability of any provision of these Terms, shall not impair, invalidate or affect the other provisions of these Terms.

2. Right of Use (commencement and termination)

- 2.1 The App can be used by Installers to configure and commission the Charger after physical installation (“Installer Purpose”). The App can be used by Owners and End Users to (i) obtain information in relation to the (location of the) Charger or change the settings, (ii) update the Charger firmware or software, (iii) upgrade the Charger firmware or software and/or (iv) view the activities and the charging transactions on the Charger, and (iv) request Alfen to set the back-office, (v) add charging passes (“Owner and End User Purpose”).
- 2.2 With the acceptance of these Terms by User, Alfen grants the User the personal, limited, revocable, non-exclusive, non-transferable and non-sub licensable right to use the App in accordance with these Terms, solely as far as reasonably necessary in relation to the Installer Purpose for Installers and the Owner and End User Purpose for Owners and End Users (the “Right of Use”). The Right of Use includes the right to install the App on your mobile device(s). User shall follow all instructions of Alfen with respect to access and use of the App, including but not limited to the instructions described on the App itself.
- 2.3 The Right of Use can be terminated by Alfen with immediate effect without notice and without being due any form of compensation towards User, if:
 - 2.3.1 User fails to comply with any of the obligations under these Terms, in which case Alfen reserves the right to demand compliance with these Terms and/or claim compensation for damages suffered and/or costs incurred; or
 - 2.3.2 Alfen changes these Terms in accordance with clause 1.5 and User does not wish to agree to these changed Terms.
- 2.4 In case of a company User as described in clause 1.4, the Right of Use can be terminated by Alfen with immediate effect and without being due any form of compensation towards the entity and/or the User, if the entity is declared bankrupt or insolvent or files for protection from creditors

through bankruptcy, insolvency or reorganization proceedings, in which case Alfen reserves the right to claim compensation for damages suffered and/or costs incurred.

- 2.5 Alfen may terminate the Right of Use at any time without reason and without being due any form of compensation towards User, upon 14-calendar days' notice.

3. Installer, End User and Owner Representations

- 3.1 Installer will only use the App for the Installer Purpose.
- 3.2 Installer represents and warrants Alfen that it has physically installed the Charger in accordance with the law applicable in the country where the Charger is to be installed and the applicable installation manual of Alfen, before using the App for the Installer Purpose.
- 3.3 Installer represents and warrants Alfen that it has obtained permission of (i) the Owner and/or End User of the relevant Charger to use the App for the Charger and (ii) the Owner and/or End User to share location and owner data of the Charger with Alfen via the App and that this data is true and accurate.
- 3.4 Installer represents and warrants Alfen to keep confidential any and all (personal) data it receives in relation to the performance of its activities under the Installer Purpose.
- 3.5 Owner and End User will only use the App for the Owner and End User Purpose.
- 3.6 Owner and End User represents and warrants Alfen that any location and owner data of the Charger entered in the App is true and accurate.
- 3.7 Owner and End User hereby agree that, in order for Alfen to be able to handle and/or solve service requests via the App, they will share all Charger data with Alfen.
- 3.8 Owner and End User represent and warrant Alfen that, by changing any values set by the Installer, the Owner or End User knows what the effects of those changes are and has enough knowledge to implement these changes. Alfen will not be liable for any adverse consequences due to the actions of the Owner or End User as described in this clause.

4. Use of the App

- 4.1 User account details must be protected from unauthorized access and kept strictly confidential. If the suspicion arises that a third party has access to the login details of the account of User, Alfen must be notified immediately and the User is obliged to change its password immediately. The User is and – in the case of loss of account details remains – solely responsible for any activity in relation to its User account.
- 4.2 It is not allowed for User to:
- 4.2.1 use the App contrary to applicable laws and regulations, accepted principles of morality or these Terms;
- 4.2.2 use the App in such a way that it causes nuisance or inconvenience to other users of the App;
- 4.2.3 to cause damage to the App by means of viruses or other software, to restrict access to the App, or to circumvent, modify or remove security or restriction measures;
- 4.2.4 perform acts that unreasonably or disproportionately burden the infrastructure of the App or interfere with its functionalities;
- 4.2.5 copy, disclose, change, reverse-engineer, disassemble or decompile the App or in any other way trace the App back to its object code or source code;
- 4.2.6 create works derived from or based on the App;
- 4.2.7 share, duplicate, distribute, modify, lease, transfer or sell the App or (try to) make money with the App in any other way.
- 4.3 User may not use the App to upload or share material, data or information ("Material") on the App:



- 4.3.1 that is ethnically, sexually, gender or politically offensive, untrue, misleading, unlawful, harmful, sadistic, cruel, offensive, defamatory, insulting, threatening, intimidating, hateful, abusive, harassing, tortious, racist, pornographic, or that encourages or initiates conduct that could be considered any of the foregoing, or that is, in Alfen's sole opinion, inappropriate in any other way;
 - 4.3.2 regarding which User does not have a right to transmit it under any law or contractual or fiduciary relationship, such as inside information or confidential information;
 - 4.3.3 that infringes any (intellectual) property rights of any person or entity.
- Alfen reserves the right to delete Material, immediately, without notice and without being due any form of compensation towards User, if it believes that (part of) the Material does not meet the obligations as set out in this clause.

4. Personal Data

- 4.1 The processing of personal data regarding the User, the Owner or the End User that is provided to Alfen via the App by either the Installer, the Owner or the End User, is covered by the terms of the Privacy Statement of Alfen (accessible via: <https://alfen.com/en/privacy-policy-clients-website-visitors-and-cookie-policy-website-visitors>).

5. Intellectual Property

- 5.1 Title, ownership and intellectual property rights in relation to the App are the sole property of Alfen. The User only receives the Right of Use.
- 5.2 User grants Alfen the right to use all Material for the performance of her activities under or in relation to these Terms and/or activities to be performed and/or requested via the App.

6. Availability and defects

- 6.1 Alfen provides the App to Users 'as is'. Alfen uses its best endeavours to keep the App available to the Users, but does not provide any warranty or guarantee whatsoever in relation to the App, including any implicit or legally determined warranties, such as warranties regarding the proper functioning, sufficient quality, suitability for a purpose, reliability, availability, accuracy, completeness, absence of infringement of (intellectual) property rights of third parties, absence of viruses, presence of sufficient support services, etc. Alfen does not warrant that the App is and/or will be compatible with your mobile device.
- 6.2 If the App contains a defect, Alfen will use reasonable endeavours to remedy the defect within a reasonable period of time. A defect means the (partial) unavailability of a functionality that was previously available, unless this functionality is intentionally no longer (fully or unaltered) available due to changes made by Alfen to the App as meant in clause 6.3. The repair will be carried out free of charge, unless the defect is caused by or attributable to the User, in which case Alfen reserves the right to charge the actual costs of the repair to User. Alfen does not give any warranty or guarantee whatsoever with regard to the timely and/or complete repair of a defect.
- 6.3 Alfen reserves the right to change (any part or functionality of) the App at its own discretion or to stop providing the App. Alfen can temporarily restrict or block access to the App whenever it deems necessary. As far as reasonably possible, Alfen will inform Users regarding the limited or blocked access.

7. Liability

- 7.1 The use of the App is at the User's sole risk. To the extent permitted by applicable mandatory

law, taking into consideration that the App is provided free of charge, Alfen is not liable for any costs and/or damages, indemnifications and/or negative consequences, by virtue of or in connection with these Terms, the App, the (service)activities of Alfen (including in any case the use or unavailability of the aforementioned) and the processing of personal data. Under no circumstances will Alfen be liable for any costs and/or damages and/or negative consequences caused by or in relation to the loss or corruption of data or Material, loss of or failure to generate income, downtime, unavailability and any similar indirect or consequential damages.

- 7.2 User indemnifies Alfen against any and all claims which may be brought by third parties in relation to these terms, the App, the (service)activities of Alfen (including in any case the use or unavailability of the aforementioned) and the Material uploaded by User. User will bear the costs of any necessary legal defence by Alfen including all court costs and attorney fees. User is obliged to provide Alfen immediately, correctly and completely with all information that is necessary for the verification of the claims asserted and for a corresponding legal defence in case of such third party claims.
- 7.3 The failure on the part of Alfen, or any delay in exercising, any right or remedy hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other remedy granted hereby or by any related document or by law.

8. Applicable law

- 8.1 These Terms and the use of the App are subject to the laws of the Netherlands. Any issues arising out of or in connection herewith between User and Alfen shall be subject to the exclusive jurisdiction of the District court Midden Nederland, location Almere, the Netherlands, as far as allowed under mandatory applicable law.
