

TERMS OF SERVICE MOBIFLOW - MOBILITY SERVICES

1 Definitions

- 1.1 **"Acceptable Use Policy"**: The acceptable use policy of OPTIMILE concerning the lawful use of the App, the Platform and the Website.
- 1.2 **"Account"**: A personal account for a Customer/User, granting the Customer/ User access to the App, the Platform and the Website.
- 1.3 **"App"**: The 'Mobiflow' app through which OPTIMILE Mobility Services are provided.
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- 1.5 **"Charging Card"**: The charging card (physical card) issued by OPTIMILE, used by the User to authenticate itself at a public Charging Station to charge its EV or plug-in hybrid car against payment.
- 1.6 **"Charging Station"**: means the electronic charging station for e-mobility connected to the Platform, such as a charge point or a smart cable.
- 1.7 **"Contract Terms"**: These terms of Services and the Acceptable Use Policy.
- 1.8 **"Contract"**: The agreement between OPTIMILE and the Customer concerning the Charging card, the App, the Platform, the Website and related OPTIMILE Mobility Services and Transport and Mobility Solutions. Unless expressly stated otherwise in writing, the contractual relationship and the provision of the Mobility Services and the Transport and Mobility Solutions are governed by the provisions in (in hierarchical order) (i) the written and signed individual contract between OPTIMILE and the Customer (if any), (ii) the OPTIMILE subscription form completed by the Customer in writing and/or electronically when creating an Account, or the quote from OPTIMILE accepted by the Customer in writing and/or electronically (if any), (iii) these Contract Terms, (iv) if applicable and accepted by the Customer, the contract terms of the Mobility Partner offering the Transport and Mobility Solutions and (v) Belgian law.
- 1.9 **"Customer"**: Any customer (company/legal entity or individual consumer) who enters into a Contract and creates an Account with OPTIMILE in order to use the App, the Platform and/or the Website and the associated Mobility Services, for their personal use and, where applicable, for a number of Users designated by the Customer. In these Contract Terms, the term User is used to denote the user of Mobility Services, whereas the term Customer is used to denote the original customer with whom OPTIMILE has entered into the Contract.
- 1.10 **"Individual Agreement"**: The agreement entered into in a B2B context between OPTIMILE and the Customer integrating these Contract Terms.
- 1.11 **"Means of Authentication"**: The means provided by OPTIMILE to identify oneself to initiate a charging session at a (public) Charging Station or use the Transport and Mobility Solutions through OPTIMILE. This is done by means of a physical card (the Charging Card), the App or any means OPTIMILE implements in the future
- 1.12 **"Mobility Partner"**: The OPTIMILE partner providing Transport and Mobility Solutions in or via OPTIMILE's App and Website.
- 1.13 **"Mobility Service(s)"**: Depending on the chosen formula, the Customer opts in for all or some of the Mobility Services as provided by OPTIMILE within the App, via the Platform and on the Website:
- Access and use of the App, the Platform and the Website;
 - Managing any Users and Accounts;
 - Managing various mobility budgets to pay for Transport and Mobility Solutions;
 - Reporting (recording, storing and displaying data concerning the consumption of Transport and Mobility Solutions);
 - The option of charging an electric vehicle/mode of transport (EV) or plug-in hybrid at a Charging Station and paying for this charging session via identification using the OPTIMILE Means of Authentication;
 - The option of purchasing fully integrated Transport and Mobility Solutions provided by a Mobility Partner, namely paying for the Mobility Partner's Transport and Mobility Solutions in the App or via the Website;
- 1.14 **"OPTIMILE"**: The public limited liability company "OPTIMILE" (VAT BE-0648.837.849) with its registered office at B-9000 Ghent, Sasvevaartstraat 46, bus 201, Register of Legal Entities Ghent, section Ghent. "Mobiflow" is a product and protected trademark of OPTIMILE.
- 1.15 **"Platform"**: The MSP-platform "Mobiflow".
- 1.16 **"Privacy Law"**: The EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and any other relevant privacy laws applicable to the Parties in their respective roles as processor/controller.
- 1.17 **"Split Billing User"**: The user, who is an employee of the Customer and is appointed by the Customer as entitled to make use of (certain) Connected Services, for whom an Account is created to receive access to (certain features of) the Platform, and who will be compensated for home charging sessions through OPTIMILE.
- 1.18 **"Transport and Mobility Solution(s)"**: The transport and mobility solutions provided by OPTIMILE's Mobility Partners, via OPTIMILE's App and Website

provided to its Users. These may include (but are not limited to) scooters, bikes or cars, parking, taxi services, train and bus transport. The Customer and the User acknowledge that the offering is variable and subject to change.

- 1.19 **"User"**: Any natural person using the App, Platform and/or Website and associated Mobility Services. Where the Customer creates an Account in their own name and for their own account (in a B2B or B2C context), the Customer is considered the User (without distinction between Customer context). Alternatively, the User may also be added to and have an Account assigned by a Customer (in a B2B context), where the User has not entered into a Contract with OPTIMILE themselves.

- 1.20 **"Website"**: The 'Mobiflow' website (www.mobiflow.be) through which OPTIMILE offers Mobility Services.

2 Scope

- 2.1 OPTIMILE commercializes Mobility Services via the MSP App, the Platform and the Website and operates therefore under the (brand) name "Mobiflow".
- 2.2 The Contract Terms will always be available on the App, the Platform and the Website. By creating an Account, registering as a User or if applicable, concluding an Individual Agreement, the Customer, respectively the User, acknowledges to have read these Contract Terms and to accept them.
- 2.3 The (recurrent) non-application of any right by OPTIMILE shall only be considered as tolerating a specific situation, and shall not prevent OPTIMILE from invoking this right at a later date.
- 2.4 OPTIMILE reserves the right to amend or modify its Contract Terms at any time upon prior written/electronic notification to the Customer, respectively the User. The amended Contract Terms shall only apply to the contractual relationship entered into after the amendments have been implemented and notified to the Customer, respectively the User.
- 2.5 The possible invalidity of one or more provisions of these Contract Terms, or any part thereof, shall not affect the validity of the other clauses and/or the remaining part of the provision in question. In such cases, OPTIMILE and the Customer, respectively the User, shall attempt to replace the invalid provision with an equivalent provision. In the event that the Parties fail to reach an agreement, the competent court shall mitigate the invalid provision so that it reflects what is permitted (by law).
- 2.6 OPTIMILE, the Customer and the User expressly confirm that they consider these Contract Terms and all its provisions to be balanced. In particular, the Parties acknowledge that the contractual performances to be rendered and the responsibilities and risks assumed are reasonable and balanced in light of the agreed remuneration scheme.

3 Subscription

- 3.1 The Contract will only be concluded after acceptance of the Contract Terms upon registration of an Account and, if applicable, the signing of the Individual Agreement by the Customer-company.
- 3.2 Where the Customer creates a Customer Account in their own name and for their own account (in a B2B or B2C context), the Customer is considered the User of the Mobility Services (without distinction between Customer context). Alternatively, a B2B Customer with a Customer account can add several Users, each with their own User account. The B2B Customer is only allowed to add employees or independent service providers of the Customer as Users (as set out by an employment or service agreement and in the execution thereof). The Customer is not permitted to use or commercialise his Subscription externally. In this latter case, each individual User must create their own User Account and accept the Contract Terms. In the event that the User is no longer an employee/self-employed service provider of the Customer, the former may opt to become a direct Customer of OPTIMILE.
- 3.3 Each Customer must accept the Contract Terms when signing an Individual Agreement and/or creating an Account. A User accepts the Contract Terms when activating their Account.
- 3.4 OPTIMILE always reserves the right to request additional information regarding the Customer, his activities or creditworthiness and - in the absence of such communication - to refuse or suspend access to the Account, the App, the Platform and/or the Website.
- 3.5 The Customer may cancel their Subscription at any time without compensation. In the event of cancellation by the Customer, OPTIMILE shall not be obliged to refund the subscription fee already paid for the current month. In such instances, OPTIMILE will refund the Customer / User's budget that has been charged to their Account, subject to a one-off administration charge of 10 EUR.
- 3.6 The Customer shall not be entitled to transfer the Contract or any part thereof to a third party without OPTIMILE's express written consent.

4 Account

4.1 Customer Account

The Customer can create an Account at any time after downloading the App or via

the Website. The Customer must be at least 18 years old and a resident of Belgium. Under their Customer Account, the Customer can create multiple Admin Accounts and User Accounts, either via the app or on the Platform. An Admin Account is solely intended for the management of the Mobility Services, Users and the usage of Transport and Mobility Solutions by its Users. No Transport and Mobility Solutions can be booked and paid for via an Admin Account.

4.2 User Account

Several User Accounts can be created under one Customer Account (depending on the agreed terms / subscription type). A User Account is intended for booking, payment and management of Transport and Mobility Solutions by its User.

Mobility Partners may impose a specified minimum age requirement for booking certain types of Transport and Mobility Solutions.

4.3 General

Accounts are strictly for personal use, must be kept confidential and must not be shared. In the event that the Customer or User detects unauthorised access to and/or use of an Account, they shall immediately notify OPTIMILE. OPTIMILE shall be entitled to take all necessary or expedient measures to redress any such access and/or use.

5 **Execution of the Contract**

5.1 The Customer is obliged to cooperate readily and to provide the necessary support for the implementation of the Contract. This includes the provision of all necessary information (amongst others, from admins and Users) required by OPTIMILE for the implementation of the Contract. The Customer is at all times fully and solely responsible for ensuring that all data necessary for the performance of the Contract is accurate, complete, and up to date. OPTIMILE shall not be liable for any damage, inaccuracies, loss of functionality, delays, or deficiencies resulting from the Customer's failure to update, provide, or maintain such data in a timely or accurate manner.

5.2 The rendering of Mobility Services is generally regarded as an obligation to be performed to the best of one's abilities. OPTIMILE shall at all times exercise due care and good faith and shall render the Mobility Services to the best of its knowledge and ability, but without guaranteeing any particular result. The App, the Platform and the Website is made available to the Customer "AS-IS". OPTIMILE provides the App, the Platform and the Website without guarantee that they will be available continuously and uninterrupted. OPTIMILE shall make every reasonable effort, as far as reasonably possible, to limit or resolve any temporary unavailability.

5.3 The Customer / User shall ensure that their Means of Authentication is chosen in a prudent and diligent manner.

5.4 OPTIMILE is in no way responsible for the provision, availability and implementation of Transport and Mobility Solutions by the Mobility Partners. The Customer also hereby acknowledges and accepts that not all Transport and Mobility Solutions provided by the Mobility Partners are available through the App and the Website at all times.

6 **App, Platform and Website Usage**

6.1 OPTIMILE grants the Customer, respectively the User with an User Account, a non-exclusive, non-transferable) right of access and use to the App, the Platform and the Website, subject to (i) correct and timely payment of the applicable fees in accordance with **Article 8** and (ii) use by the Customer / the User in accordance with the Contract and the Acceptable Use Policy, in particular.

6.2 The execution of the Contract by OPTIMILE covers only the provision of the App, Platform, Website and Mobility Services. The Customer and Users are responsible for the hardware or network connections used. The Customer and Users must ensure that any peripheral equipment used (including, but not limited to, mobile phones) and connections are adequately secured when using the App, Platform and Website, for example against viruses or unauthorised third-party usage.

6.3 In the event that the Customer or a User detects an issue regarding the proper functioning, a defect or fault in the App, Platform or Website, or notifies OPTIMILE of any such problem, the Customer or User shall cease any further use thereof until such time as OPTIMILE notifies them that the issue has been resolved. The Customer / User also undertakes to notify OPTIMILE immediately upon detection of any such operational issue, shortcoming or defect in the App, Platform or Website.

6.4 OPTIMILE will provide for the availability of the App, Platform and Website to the best of their ability, however they do not under any circumstances guarantee constant, fully fault-free availability of the App, Platform or Website, and may under any circumstance be held liable or responsible in the event of temporary unavailability thereof. In the event of any problems with the availability of the App, Platform or Website, OPTIMILE undertakes to do its utmost to resolve such problem as quickly and as reasonably as possible without providing any guarantees. In any event, OPTIMILE shall be free to determine what is deemed to be an adequate resolution or compensation for the Customer in this regard in the event of prolonged unavailability of the App, Platform or Website attributable to OPTIMILE.

6.5 OPTIMILE shall endeavour to display via the App and Website which public

Charging Stations are available at the User's location or that entered by the User, along with the pricing of charging sessions. Other Charging Stations can also be located using the App or Website, with applicable charges also listed. This information may originate (in part) from third parties. While OPTIMILE shall endeavour to display the above information in an accurate manner, they do not guarantee that any such information will at all times be accurate, complete and up-to-date. OPTIMILE cannot be held liable for any incomplete or inaccurate information contained in the App and on the Website.

7 **OPTIMILE Support/Maintenance**

7.1 If the Customer and/or User requires assistance or has a question regarding the App, Platform, Website, Mobility Services and/or booking and paying for Transport and Mobility Solutions, OPTIMILE can be contacted during business hours (9am to 5pm CET) via the channels listed within the App, Platform and Website and in accordance with the instructions provided therein. OPTIMILE will always endeavour to assist the Customer as quickly as is reasonably possible, however without providing any guarantee in this regard.

7.2 In the event of queries relating to charging sessions, the Customer/User shall initially refer to the channels as displayed on/near the Charging Station in question. Only in the event that the above offers no answer or solution will the Customer/User contact OPTIMILE.

7.3 OPTIMILE regularly carries out unannounced maintenance work and implements updates to the App, the Platform and the Website whereby OPTIMILE aims to minimise the impact on the availability of the Mobility Services without, however, excluding any downtime in this regard.

8 **Prices**

8.1 Subscription

Depending on the formula chosen and Customer category, the Customer may be liable to pay an agreed monthly price for the subscription, depending on the number of Users and Accounts. All prices are exclusive of VAT, unless expressly stated otherwise in writing.

If OPTIMILE changes its prices, these will apply from the date indicated and will take effect for a given Subscription from the next monthly payment of the monthly fee. In this case, the Customer is entitled to terminate the Contract subject to notification. The termination takes effect at the time the price change would take effect.

8.2 Transport and Mobility Solutions other than electric charging sessions

Prices for the Transport and Mobility Solutions are applicable as indicated within the App, Website or via any other channel as of the moment the Customer/User makes use of the provided Transport and Mobility Solutions (i.e. the moment the Customer/User purchases a ticket/voucher for any specific Transport and Mobility Solution). Any subsequent price changes shall not entitle the Customer/User to any retroactive compensation in respect of amounts already paid for any Transport and Mobility Solutions.

As an exception to **Article 8.2**, where appropriate, specific prices may be agreed with the Customer/User as part of an Individual Agreement.

8.3 Electric charging sessions

Charging session prices shall apply as indicated on the App, Website or any other channel as of when the Customer/User begins their charging session. Any subsequent price changes shall not entitle the Customer/User to any retroactive compensation relating to the prices of the charging sessions concerned.

With respect to charging sessions, a distinction should be made between Charging Stations fully operated by OPTIMILE and Charging Stations, operated by a third party, to which OPTIMILE provides access. In the case of such public Charging Stations advertised via the App / Website that are operated by third parties, OPTIMILE will to the best of its abilities indicate a correct price for charging sessions and the availability of the Charging Station, however OPTIMILE cannot be held liable in the event of any incomplete or inaccurate information displayed via the App / Website.

9 **Use of Transport and Mobility Solutions**

9.1 Activation of Charging Card and Other Means of Authentication

The Customer may opt to apply for one or more Charging Card(s) from OPTIMILE (for different Users, if applicable) as a Means of Authentication when using the charging services. Once the Customer has received their Charging Card(s), the Customer must notify OPTIMILE in the manner specified by the instructions sent out together with the Charging Card.

Alternatively, the Customer may initially receive a Charging Card and then create an Account. In such cases, the Charging Card will contain a code to activate the Charging Card and create an Account on the App / via the Website.

The Charging Card contains an ID number to identify its User. OPTIMILE reserves the right to introduce a new Means of Authentication, in addition to or in replacement of the Charging Card, at any time.

OPTIMILE may refuse activation of the Charging Card and other Means of Authentication for reasons related to suspected fraud, history of non-payment, inability to verify the prospective User's identity and/or for as long as the activation process has not been fully carried out by the prospective User.

OPTIMILE may, of its own accord, block the use of the Charging Card and the other

Means of Authentication for reasons relating to security, suspected unauthorised or fraudulent use, non-fulfilment of the Contract by the Customer or User and if there is a significant risk that the Customer or User will be unable to meet their full financial obligation. This decision shall be reasoned and communicated to the Customer or User by all available means. The latter will undertake to discontinue their usage as soon as possible. In the event that the aforementioned circumstances relate to the Customer, OPTIMILE shall be entitled to block all Users associated with said Customer.

9.2 Use and operation of the Charging Card and other Means of Authentication

The User can use the Charging Card or other Means of Authentication to electrically charge their EV or plug-in hybrid vehicle at one of the connected public charging stations displayed in the App / on the OPTIMILE Website. The User guarantees that they will only use the Charging Card for the aforementioned purpose and indemnify OPTIMILE for any damages resulting from its unlawful use.

The User is solely responsible for the management, use, and security of all authentication means provided to it, including but not limited to charge cards, user accounts, and mobile applications.

The Charging Card cannot be used to book Transport and Mobility solutions other than electric charging. To book other Transport and Mobility Solutions, the User must identify themselves by means of another provided Means of Authentication or via the App.

If the User no longer wishes to use the Charging Card, it must be deactivated by the User themselves on the App or via the Website, as well as being rendered physically inoperable (e.g. by cutting it in half). Any payment that would still take place in the absence of taking the foregoing measures will still be due by the Customer/User.

9.3 Damage, loss and theft of Charging Card and other Means of Authentication

The User is responsible for taking care of their Charging Card, along with any other Means of Authentication. He/she undertakes to implement appropriate organizational and technical measures to safeguard the authentication means. It is the User's responsibility to keep the Charging Card and other Means of Authentication in a safe place at all times, to regularly check that they are still in their possession, to never leave them within the reach of any third party, to not allow any person to use them, to retrieve them after every transaction and to keep any identification information (if any) on the Charging Card and other Means of Authentication confidential.

The User must immediately notify OPTIMILE of any damage or visible defect upon receipt or thereafter. In the event of visible damage upon receipt of the Charging Card, the User will be entitled to a new Charging Card without incurring any additional charges from OPTIMILE. OPTIMILE shall under no circumstances be held liable for any damage that might occur while using the Charging Card. In the event of damage to the Charging Card, the Customer will report this to OPTIMILE, along with an explanation of the relevant damage to the Charging Card. In such instances, OPTIMILE will provide the Customer with a new Charging Card and is entitled to pass on the cost to the Customer.

The User must notify OPTIMILE of any loss or theft of their Charging Card or other Means of Authentication, of any misappropriation or unauthorised use thereof (or any risk thereof) or their data as soon as they become aware of it, in order to request that it be blocked. The Customer or User shall contact OPTIMILE through the communication channels indicated on the App, Platform or Website. Until the Account is blocked, the Customer/User is fully liable for any damages arising from loss, unauthorised use, theft or misuse of the Charging Card or other Means of Authentication. All transactions made before the Charging Card or other Authentication Device has been blocked shall be charged to the Customer or User, respectively. If a reported lost or stolen Charging Card is recovered, the Customer must destroy it and await receipt of a replacement Charging Card. Once any loss or theft is reported, OPTIMILE will inform the Customer of any costs associated with reissuing the Charging Card.

In the event of loss or theft, misappropriation, inaccuracies relating to the data or falsification of such data of the Charging Card or other Means of Authentication, any losses arising from transactions shall be borne by the Customer.

9.4 Light / Full integration

Depending on the Mobility Partner and/or the Transport and Mobility Solution (other than electric charging sessions), the Transport and Mobility Solutions are either booked and paid for directly in the App / on the OPTIMILE Website (full integration), or the User is redirected by OPTIMILE to the Mobility Partner's website or app (light integration). In both cases, the User is asked to accept the Mobility Partner's general terms and conditions, as these will always apply to the fulfilment of the Transport and Mobility Solution in question. The User will follow the provided instructions and communicated conditions.

9.5 Specific requirements for the Transport and Mobility Solutions

Mobility Partners may have specific requirements for booking and using specific Transport and Mobility Solutions. These are communicated either by OPTIMILE or by the Mobility Partner in question. These may include, for example, a specified minimum age, or the availability of a certain minimum amount available on the Account as a guarantee prior to booking the Transport and Mobility Solution in question. These requirements may differ between each Transport and Mobility Solution and Mobility Partner. OPTIMILE cannot be held liable for failure to book a Transport and Mobility Solution in the event that the Customer/User does not meet these requirements.

10 **Use of Transport and Mobility Solutions**

10.1 OPTIMILE cannot, under any circumstances, be held liable for any failure to comply with the Mobility Partners' obligations, including, but not limited to, providing quality Transport and Mobility Solutions (in a timely manner). In such cases, the Customer or User must contact the Mobility Partner directly.

10.2 The Customer is responsible for accepting and complying with the Mobility Partner's terms of service, including any imposed age limits. The Customer is also responsible for accepting and complying with these by its Users using the Transport and Mobility Solutions in question.

10.3 The Customer or User respectively (as agreed and in accordance with **Article 13.8**) are liable for the payment of all amounts due pursuant to the use of the Transport and Mobility Solutions, including price, compensation for damage and loss, any excess in the event of damage or loss, negligence in returning the means of transport (accrued price, late fees, etc.).

11 **Payment**

Payment for the Mobility Services is possible via (i) prepaid prior budget deposited in the Account wallets or (ii) postpaid.

11.1 Prepaid

The Customer/User has the option of pre-loading budget onto their Account to be used towards Mobility Services.

If the balance is insufficient for a specific purchase, it will not be possible to use these Mobility Services (unless the Customer/User has signed a mandate to cover this situation and automatically settle the payment in arrears). OPTIMILE can under no circumstances be held liable for not being able to partake in or complete (in full) any Mobility Services owing to insufficient balance. If the amount on the Account is insufficient and the price of the Mobility Service exceeds the total amount available (e.g. exceeded during a charging session), OPTIMILE will charge the outstanding balance in arrears, for which the Customer/User will be required to make a manual payment within the stipulated payment period.

In the event that a particular use value was offered free of charge to a Customer/User, by OPTIMILE or one of its partners, OPTIMILE is entitled to attach a specific validity period to said use value. Following the expiry of this validity period, the use value shall irrevocably expire, without the Customer/User being entitled to any pay-out, refund or compensation.

11.2 Postpaid

In the event that the Customer/User does not opt for prepayment, an automatic transfer or link to a credit card (via the available PSPs) will have to be set up.

In the event that the automatic payment proves impossible (due to insufficient balance, incorrect account number, withdrawal of order, etc.), the payment is deemed not to have taken place. In such cases, manual payment will be required by the Customer/User within the specified payment period and OPTIMILE will issue an invoice with a payment reference.

In the event that the Customer/ User does not give OPTIMILE payment authorisation, or the invoice prepared as a result of the above remains unpaid, OPTIMILE will be entitled to suspend access to the App, Platform and/or Website until the Customer/ User has provided the aforementioned authorisation.

11.3 Split Billing

Split billing is made possible for the reimbursement of home charging sessions of Split Billing Users (employees) through their connected Charging Station by the Customer/employer.

The Customer (excluding OPTIMILE) is responsible for:

- (i) making the necessary contractual arrangements (including labour and social security) with the Split Billing User, including agreeing the rate at which the Split Billing User's home charging sessions will be reimbursed, payment period for reimbursement of home charging sessions;
- (ii) the proper social security reimbursement of home charging sessions, including the correct calculation of the reimbursement rate and the correct processing on Split Billing User pay slips. The Customer is responsible for all ramifications of decisions on, or reclassification of, compensation by the social security administration;
- (iii) correctly setting / communicating the rate at which the Split Billing User's home charging sessions are reimbursed;
- (iv) the correct fiscal handling and processing of payments to Split Billing Users, including the tax implications of the rate at which the Split Billing User's home charging sessions are reimbursed.

OPTIMILE is in no way responsible for any misuse by the Split Billing User of the charging facilities (e.g. by allowing third-party to charge).

Payment of home charging sessions of the Split Billing User(s) by OPTIMILE will take place in accordance with the recorded activity of the Charging Station and the instructions and arrangements entered in the Platform by the Customer, including in respect of the tariff. OPTIMILE will provide the Customer on a monthly basis a balance of the Split Billing User's home charge sessions for which OPTIMILE facilitates payment. The Customer undertakes to reimburse OPTIMILE's payments to the Split Billing Users within 14 calendar days.

Payment by OPTIMILE to the Split Billing User shall be due on a monthly basis. OPTIMILE agrees to refund the home charging sessions of the Split Billing Users by the end of the month following the month in which the home charging sessions were performed (except as provided below). OPTIMILE shall not be obliged to make any payment to the Split Billing User in the event that the Customer is in

default of payment to OPTIMILE of any invoice or balance (in whole or in part) due by the Customer to OPTIMILE as compensation for the home charging sessions of Split Billing Users. The Customer is required to include this arrangement in its agreements with respect to Split Billing Users. In the event OPTIMILE withholds payment to the Split Billing User for the foregoing reason, the Customer shall be required to indemnify OPTIMILE against claims of the Split Billing User.

12 Consequences of non-payment or late payment

12.1 If the Customer, respectively the User, fails to pay any invoice in full when due, or fails to pay in full when due any other payment due to OPTIMILE under any contract between the parties and/or these Contract Terms, then:

- (i) a late payment interest of 1% per overdue month will be charged by law, without prior notice of default, with each started month being considered fully expired;
- (ii) the amount owing will be increased by all OPTIMILE's costs incurred in recovering the debt and by 10% of the invoice amount by way of fixed compensation, without prejudice to OPTIMILE's right to claim higher compensation;
- (iii) OPTIMILE reserves the right, after prior formal notice, to engage an external collection agency for the recovery of outstanding amounts. The costs associated therewith may, to the extent permitted by law, be charged to the Customer or, as applicable, to the User;
- (iv) OPTIMILE reserves the right to immediately suspend access to the Account, App, Platform and Website, as well as the ability to purchase Mobility Services and use the Charging Card to initiate charging sessions at Charging Stations. In the event of non-payment or late payment by the Customer, OPTIMILE may, at its discretion, suspend these rights in respect of the Customer and/or all or any of its Users. In the event of non-payment or late payment by a specific User, only the rights of that specific User shall be suspended. This right of suspension applies until all outstanding amounts (including interest on arrears and costs) have been paid. OPTIMILE may not be held liable by the Customer or Users for the correct application of this right of suspension and associated consequences. Users affected by this in the context of non-payment by the Customer should raise any concerns with the Customer directly. In any event, the costs of suspension and reactivation of the Account, App, Platform, Website and Transport and Mobility Solutions will be borne by the Customer.

12.2 The same applies in the event of imminent insolvency, judicial or amicable dissolution, or of a cessation of payments, as well as any other element which may demonstrate the Customer's insolvency.

12.3 In the event of non-payment or late payment by a User (to be distinguished from the Customer), OPTIMILE will, in the first instance, demand payment from that User. If payment by the User is still outstanding after two reminders, the Customer shall be jointly liable for the payment.

13 Liability

13.1 OPTIMILE's liability will always be assessed in the light of the obligation of effort undertaken by OPTIMILE.

13.2 In the event of any shortcomings, OPTIMILE's liability is limited to (re)providing any missing or inadequate Mobility Services. If the (re)provision of the Mobility Services is not (or no longer) possible or reasonably achievable, OPTIMILE reserves the right to provide an adequate solution or compensation, which may, for example, consist of a (partial) refund of the price, the granting of a credit voucher, a referral or compensation.

13.3 OPTIMILE's liability shall in all cases be limited to the lower of the following amounts: (i) an amount of € 500 and (ii) the amount paid out by OPTIMILE's insurer(s), and shall be limited in all cases to (iii) the mandatory liability imposed under the laws of Belgium. The Customer undertakes to provide a waiver of recourse with its insurer(s) against OPTIMILE's insurer(s).

13.4 OPTIMILE is in no way responsible for any issues or damages arising from hardware employed by the Customer / User to access the App, Platform or Website, the Customer's or User's network connections, or any other Internet-related issues.

13.5 The Customer cannot claim guarantee/indemnity from OPTIMILE for:

- Damage caused by incorrect, incomplete or late information and instructions from the Customer / User;
- Damage resulting directly or indirectly from an act on the part of the Customer / User or a third party, regardless of whether it was caused by failure to comply with the Contract, an error or negligence;
- Damages incurred due to the defective operation or connection of the device used by the Customer or User to access the App, Platform or Website;
- Damage caused by the theft or loss of the password of the Account due to the Customer's, respectively the User's negligence;
- Damage caused by third parties;
- Damages incurred due to outdated information regarding the Transport and Mobility Solutions (such as, but not limited to, changes in a Mobility Partner's service schedule);
- Damage resulting from faults in network communication;
- Damage to the Charging Card cf. **Article 9.3**;

- Damages incurred through incorrect use of the Charging Card or the other Means of Authentication;
- The use of the Charging Card following loss or theft of the Charging Card, the use of the other Means of Authentication following use by a third party without the consent of the Customer or User, respectively;
- Damages incurred through the incorrect or inadequate use of an Account, the App, Platform, Website and/or Mobility Services;
- Damages incurred through unauthorised or unlawful use of the Account, App, Platform or Website in accordance with OPTIMILE's Acceptable Use Policy;
- Indirect damage (damage to third parties or any consequential damage such as, but not limited to, loss of profits, loss of cost savings, loss of revenue, loss due to *business interruption* or damage to third parties);
- Additional damage arising from further use of the Account, the App, the Platform, the Website, the Charging Card or other Means of Authentication or further application by the Customer/ User after detection of the defect;
- Damage caused by force majeure and hardship in accordance with the provisions of **Article 14**.

13.6 OPTIMILE's liability can only be held liable by a direct OPTIMILE Customer or User, and not by third parties.

13.7 The Customer or User is solely responsible for any claims by third parties, including Mobility Partners, whether caused by non-compliance with the Contract, fault or negligence (including, but not limited to, fault or negligence in the context of the Customer's recourse to Mobility Services).

The Customer or User shall fully indemnify OPTIMILE, its appointees and employees, and shall undertake to intervene in: (i) all third-party claims and proceedings resulting from its own acts, omissions, errors or imprudence in breach of Contract and/or other laws applicable to the commercial transaction, and (ii) all third-party claims and proceedings that incur damage in connection with the Customer's or User's fulfilment of the Contract. The Customer/ User shall indemnify OPTIMILE for all damages (including indirect damages and lost profits), court and other costs arising as a result of its defence in relation to the aforementioned claims and/or proceedings.

13.8 The Customer is responsible and liable for the Users assigned an Account by the Customer. This responsibility includes accepting and complying with these Contract Terms, accepting and complying with the terms of use imposed by the Mobility Partners, the performance of the Contract and the use of the Mobility Services, etc.

Specifically regarding payment obligations of a User to whom an Account has been assigned by a Customer, the parties agree that the Customer will be held jointly and severally liable by OPTIMILE if the User fails to meet his payment obligations (contractual or extra-contractual, or in indemnity) towards OPTIMILE after two unsuccessful reminders or notices of default to that effect.

13.9 The liability of the Customer / User remains in force after deactivation of the Account.

14 Force majeure/hardship

14.1 The following are conventionally considered as cases of force majeure or hardship: all circumstances which at the time of concluding the Contract were reasonably unforeseeable and unavoidable, and which, on the part of OPTIMILE, the Customer or the User, create the impossibility of implementing the Contract or part of it, or which would make its implementation financially or otherwise more onerous or difficult than would normally be foreseen, so that implementation under the conditions agreed can no longer reasonably be required (such as, but not limited to war, natural conditions, fire, seizure, delays in or bankruptcy of OPTIMILE's suppliers/hosting partners, disease, labour shortage, strike, lockout, pandemics and epidemics, government-imposed measures, business-organisational conditions, threats and acts of terrorism, lack of resources).

14.2 When OPTIMILE, the Customer and/or the User are in a temporary impossibility to execute (part of) the Contract due to a situation of force majeure or hardship, they will be entitled to temporarily suspend the execution of their affected commitments by means of notification by e-mail (to info@mobiflow.be, in case the Customer / User is facing force majeure). In this case, the implementation period shall be extended for a period equal to that of the suspension. Neither the Customer / User nor OPTIMILE will be liable for any compensation in this case.

14.3 In the event that the execution of the Contract, or part of it, has become definitively impossible due to force majeure and/or hardship, or has been validly suspended for more than 3 months in accordance with **Article 13.2**, OPTIMILE and the Customer, respectively the User will meet to determine the conditions under which the Contract can continue. If no agreement is reached after the Parties have negotiated in good faith for a minimum period of 1 month, OPTIMILE and the Customer, respectively the User shall have the right to terminate the Contract by immediate service of a registered letter to the other party.

15 Intellectual property

15.1 The Customer and the User acknowledges that OPTIMILE retains all intellectual rights, including but not limited to trademarks, trade names or

- other intellectual property rights.
- 15.2 The Customer and the User will not modify, remove or manipulate the trademarks, trade names or other identifiers or intellectual property rights on the App, the Platform, the Website and the Charging Cards.
- 15.3 OPTIMILE retains all intellectual rights, including, but not limited to, patents, drawings and models, copyrights (on the source code or other software protected by copyright (non-exhaustive list)), rights in databases, trade secrets, rights in know-how, trademark rights, rights in (trade/product) names, etc. on the App, Platform and the Website (including all copies, modifications, extensions and derivative works thereof) with the exception of the data uploaded to the Platform by the Customer / User himself. In the event that the Customer takes actions that would violate or invalidate OPTIMILE's Intellectual Property Rights, or allows a third party to do so, the Customer will owe OPTIMILE a fixed compensation equal to € 25,000 per individual infringement, without prejudice to OPTIMILE's right to compensation for any additional proven damage.
- 15.4 The Customer expressly authorises OPTIMILE to use the name of the Customer-company as a reference for publicity purposes, for example by publication on the Website. In this context, the Customer also authorises OPTIMILE to use the Customer's (trade) name, trademark and logo.
- 16 Privacy**
- 16.1 The collection by OPTIMILE of personal data of the (potential) Customer and/or his staff/agents and/or the User(s) will take place in accordance with OPTIMILE's privacy statement. In this case, OPTIMILE acts as the data controller. This Privacy Statement contains information about the personal data collected by OPTIMILE and the way OPTIMILE uses and processes that personal data. OPTIMILE's privacy statement can be found on the Website.
- 16.2 By using OPTIMILE's Mobility Services and entering into the Contract with OPTIMILE, the Customer acknowledges having read and accepted the Privacy Statement.
- 17 Confidentiality**
- 17.1 All information of a confidential nature (including, but not limited to, all information of a financial, commercial, legal, fiscal, social, technical and organisational nature, trade and business secrets, data of business partners, customers and suppliers, employee data, personal data, programs, source codes, computer code, modules, scripts algorithms, features and methods of operation, inventions (whether patentable or not), processes, diagrams, test procedures, software design and architecture, design and function specifications) disclosed by OPTIMILE to the Customer or the User prior to entering into the Contract, as well as during the Contract, shall be regarded by the Customer as confidential and treated with the utmost secrecy.
- 17.2 The Customer and the User shall:
- Use the confidential information exclusively for its own account and with the utmost secrecy;
 - Not use the confidential information in any way or for any purpose other than the cooperation (if any) between OPTIMILE the Customer and the User;
 - Not reverse engineer, disassemble or decompile on the App, the Platform or the Website, nor authorise others to do so;
 - Not to derive any commercial benefit from the confidential information;
 - Not disclose or make available to third parties the confidential information of which he is aware, without the express written consent of OPTIMILE.
- 17.3 This duty of confidentiality applies during the contractual relationship between OPTIMILE and the Customer / the User and continues for a period of 3 years from its termination for any reason.
- 17.4 OPTIMILE remains at all times the sole owner of its confidential information. Except as expressly provided in these Contract Terms, nothing in these Contract Terms or the relationship between the parties, the Customer / User shall confer on the Customer any right or interest in the confidential information, and no implied licenses are granted.
- 17.5 This duty of confidentiality in no way implies that OPTIMILE is not entitled to use and/or commercialise ideas, input, feedback from the Customer that may serve to improve and/or extend the App, the Platform or the Website.
- 18 Netting**
- 18.1 In accordance with the provisions of the Financial Security Act of 15 December 2004, OPTIMILE and the Customer-company (or User-company) shall, in the event of concurrence, offset all debts against each other. This means that in the event of such concurrence between OPTIMILE and the Customer-company (or User-company), only the largest claim on balance will remain after the aforementioned automatic offsetting.
- 18.2 In any case, this debt offsetting shall be enforceable against the administrator and the remaining body of creditors, and no objection will be possible against this debt offsetting implemented by the parties.
- 19 Competent Court and applicable law**
- 19.1 All disputes arising from these Contract Terms as well as from any other agreement concluded between OPTIMILE and the Customer / User shall fall within the exclusive jurisdiction of the courts of the district in which OPTIMILE has its registered office, unless OPTIMILE decides that the courts of the district in which the Customer / User has its registered office have jurisdiction.
- 19.2 Belgian law shall apply.
- 20 Language**
- 20.1 Unless explicitly agreed otherwise, the Customer and the User acknowledges that the language used in these Contract Terms shall also be the working language of all commercial transactions with OPTIMILE.
- 20.2 The Dutch version of these Contract Terms is the only authentic version. Translations or documents drawn up in another language are always a mere modality towards the Customer / User.

1 Definitions

- 1.1 **"Acceptable Use Policy"**: the acceptable use policy of OPTIMILE concerning the lawful use of the Platform.
- 1.2 **"Account"**: a personal account either for a Customer, either for a Split Billing User appointed by the Customer, granting the Customer/Split Billing User access to the Platform.
- 1.3 **"AFIR Regulation"**: the Regulation (EU) 2023/1804 of the European Parliament and of the Council of 13 September 2023 on the deployment of alternative fuels infrastructure, and repealing Directive 2014/94/EU.
- 1.4 **"Charging Station"**: means the electronic charging station for e-mobility connected to the Platform, such as a charge point or a smart cable.
- 1.5 **"Connected Services"**: the Customer takes out a Subscription to the Connected Services. These Connected Services vary according to the Subscription chosen by the Customer, but in any event always include (non-exhaustive list):
- provision of access to the Platform; and,
 - hosting of the Platform.

Depending on the Subscription chosen, the Customer may also opt for additional Connected Services such as, but not limited to:

- providing the possibility of adding Charging Stations;
 - providing the possibility to add charge cards to the *white list*– the persons in possession of such charge card can then make free use of the Charging Station linked to the Subscription ("*private charging*");
 - making the charging stations publicly accessible ("*public charging*");
 - enable "*professional charging*", where the Customer is the employer of an employee (Split Billing User), for the purpose of facilitating the Split Billing User's compensation for home charging sessions via its connected Charging Station;
 - reporting (registration, storage and display of data concerning the use and possible public use of the Charging Station);
 - remote control (activating and deactivating a charging session from a distance).
- 1.6 **"Contract Terms"**: these terms of Services and the Acceptable Use Policy.
- 1.7 **"Contract"**: means the agreement between OPTIMILE and the Customer concerning the Subscription and related OPTIMILE Connected Services. Unless expressly stated otherwise in writing, the Subscription and the provision of the Connected Services are governed by the provisions in (in hierarchical order) (i) the written and signed individual contract between OPTIMILE and the Customer (if any), (ii) the written and/or electronic order confirmation from OPTIMILE (iii) the OPTIMILE Subscription Form completed by the Customer in writing and/or electronically or the quote from OPTIMILE accepted by the Customer in writing and/or electronically (iv) these Contract Terms, and (v) Belgian law
- 1.8 **"Customer"**: means any customer (a company/legal entity or consumer who enters into a Subscription with OPTIMILE for the Connected Services.

- 1.9
- 1.10 **"OPTIMILE"**: means the public limited liability company "OPTIMILE" (VAT BE-0648.837.849) with its registered office at B-9000 Ghent, Sassevaartstraat 46, bus 204, Register of Legal Entities Ghent, section Ghent. "Mobiflow" is a product and protected trademark of OPTIMILE.
- 1.11 **"Platform"**: means the CPO-platform "Mobiflow".
- 1.12 **"Privacy Law"**: means the EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and any other relevant privacy laws applicable to the Parties in their respective roles as processor/controller.
- 1.13 **"Split Billing User"**: the user, who is an employee of the Customer and is appointed by the Customer as entitled to make use of (certain) Connected Services, for whom an Account is created to receive access to (certain features of) the Platform, and who will be compensated for home charging sessions through OPTIMILE.
- 1.14 **"Subscription Form"**: a registration form completed by the Customer in which a choice for a particular Subscription is made.
- 1.15 **"Subscription"**: The non-exclusive and non-transferable right of access and use to the Platform offered by OPTIMILE to the Customer, through which it provides Connected Services to the Customer.
- 1.16 **"Term"**: the initial or extended term of the Contract.
- 1.17 **"Website"**: www.optimile.eu and www.mobiflow.be.

2 Scope

- 2.1 OPTIMILE commercializes a CPO-platform 'Mobiflow', intended for charging station operators, and operates therefore under the (brand) name 'Mobiflow'.
- 2.2 The Contract Terms will always be available on the Platform. By taking out a Subscription or concluding a Contract, the Customer acknowledges to have read these Contract Terms and to accept them. The Contract Terms shall always take precedence of those of the Customer, even if these Customer conditions specify that they alone apply.
- 2.3 The (recurrent) non-application of any right by OPTIMILE shall only be considered as tolerating a specific situation, and shall not prevent OPTIMILE from invoking this right at a later date.

- 2.4 OPTIMILE reserves the right to amend or modify its Contract Terms at any time upon prior written/electronic notification to the Customer. The amended Contract Terms shall only apply to the contractual relationship entered into after the amendments have been implemented and notified to the Customer.
- 2.5 The possible invalidity of one or more provisions of these Contract Terms, or any part thereof, shall not affect the validity of the other clauses and/or the remaining part of the provision in question. In such cases, OPTIMILE and the Customer shall attempt to replace the invalid provision with an equivalent provision. In the event that the Parties fail to reach an agreement, the competent court shall mitigate the invalid provision so that it reflects what is permitted (by law).
- 2.6 OPTIMILE and the Customer expressly confirm that they consider these Contract Terms and all its provisions to be balanced. In particular, the Parties acknowledge that the contractual performances to be rendered and the responsibilities and risks assumed are reasonable and balanced in light of the agreed remuneration scheme.

3 Subscription Forms/quotes

- 3.1 Catalogues, brochures, newsletters, notes, blogs, folders, publicity announcements, as well as announcements on the website are entirely free of obligation and shall only be considered as an invitation for the Customer to take out a Subscription, unless explicitly stated otherwise. The stated fee and description of the Connected Services are purely indicative and non-binding for OPTIMILE, unless explicitly stated otherwise.
- 3.2 A quote or Subscription Form applies only to the specific Connected Service/Subscription as contained therein and therefore does not automatically apply to subsequent (similar) Connected Services/Subscriptions. Furthermore, a quotation shall solely remain valid for the period stated, unless explicitly agreed otherwise. If no duration is stated on the quote, the period of validity of the quote is limited to 1 month, which can be extended automatically.

4 Conclusion of the Contract & modifications after the conclusion of the Contract

- 4.1 The Contract will only be concluded following either written or electronic confirmation of the Subscription Form, or written or electronic confirmation by OPTIMILE of the quote accepted by the Customer (which shall not be unreasonably considered) and this by a person authorised to bind OPTIMILE. In the absence of such (order) confirmation by OPTIMILE, the Contract will come into being by the commencement of implementation of the Subscription by OPTIMILE (whichever comes first).
- 4.2 OPTIMILE always reserves the right to request additional information regarding the Customer, his activities or creditworthiness and - in the absence of such communication - to refuse or suspend access to the Platform or to demand full payment in advance.
- 4.3 At the request of the Customer for reasonable changes or additions to the Subscription after the conclusion of the Contract (for example, but without limitation, switching to a different formula or different Connected Services), OPTIMILE will be flexible and accept these changes where possible, but without this giving rise to any obligation on the part of OPTIMILE. In the absence of written or electronic confirmation from OPTIMILE regarding the changes to the Contract, it will be assumed that they have been carried out in accordance with the Customer's instructions unless the Customer provides evidence to the contrary.
- 4.4 The Customer shall not be entitled to transfer the Contract or any part thereof to a third party without OPTIMILE's express written consent.

5 Duration and termination

5.1 **The Contract has an initial one-year Term, commencing with the order confirmation by OPTIMILE in accordance with Article 4. Unless expressly stated otherwise in the Contract, on its expiry, the term will be automatically renewed for a further one-year Term, unless one of the parties gives notice of termination to the other party not later than 15 calendar days before the end of the Term. The Customer may terminate the Contract by sending an e-mail to info@mobiflow.be. The Customer accepts and acknowledges that the actual cessation of its use of the OPTIMILE Connected Services is never considered a cancellation. The Customer-Consumer can terminate the Contract at any time after tacit renewal without any compensation.. In case of cancellation by the Customer, OPTIMILE is not obliged to refund the amount paid by the Customer for the Subscription of the current month.**

- 5.2 In the event of early termination or cancellation by the Customer, i.e. before the expiry of the applicable Term, without any breach of contract on the part of OPTIMILE, OPTIMILE reserves the right, by way of compensation, to charge the Customer the fees still due for the remaining Term. Fees already paid will not be refunded by OPTIMILE.
- 5.3 Either party may terminate the Contract immediately by registered letter for material breach by the other party of its obligations under the Contract, automatically and without final court order, if the other party has committed a material breach and has not remedied that breach within 14 calendar days of written notice by the claimant. OPTIMILE will consider (amongst others) the following events to be a material breach:
- The non-payment of the Subscription price for 3 months (cf. **Article 11**);

- The unauthorised or unlawful use of the Connected Services in accordance with OPTIMILE's Acceptable Use Policy;
 - Any breach of intellectual property rights (cf. **Article 16**)
 - Any breach of confidentiality obligations (cf. **Article 18**).
- Fees already paid by the Customer for the month in which the Contract is terminated in accordance with this article will not be refunded by OPTIMILE. OPTIMILE will pay to the Customer all fees due to the Customer before termination of the Contract (such as, but not limited to, fees for public charging sessions).
- 5.4 The Contract may be terminated immediately by registered letter if an insolvency event occurs, namely cessation of payment of a party, declaration of bankruptcy and actual bankruptcy, commencement of voluntary or judicial liquidation and dissolution.
- 5.5 Regardless of the cause, the termination of the Contract has the following consequences:
- The Connected Services and the Platform are no longer accessible to the Customer and the Split Billing Users who have an Account;
 - OPTIMILE has the right to refuse any request from the Customer to enter into a (new) Contract in relation to the Connected Services.
- 5.6 This Article 5 does not prejudice the provisions of consumer law on which the Customer-Consumer may rely, inter alia in the context of a legal right of withdrawal in the case of an agreement concluded remotely or outside the sales area, if applicable. Under the conditions of Book VI Market Practices & Consumer Protection of the Economic Law Code, the Customer-Consumer has a right of withdrawal from a contract concluded remotely or off-premises. The Customer-Consumer shall then be entitled to withdraw from the Contract within a period of 14 calendar days from the conclusion of the Contract, without giving any reason. To exercise the right of withdrawal, the Customer-Consumer must inform OPTIMILE of his decision to withdraw from the Contract by an unequivocal statement sent by post or e-mail (info@mobiflow.be). The Customer-Consumer can also use the model withdrawal form ([Formulier-herroeping.pdf \(fgov.be\) in Dutch](#), [Formulaire-de-retractation_DEF.docx \(fgov.be\) in French, not available in English](#)). If the Customer-customer cancels the Contract, all payments made by him at that time will be reimbursed, except for Connected Services already rendered by OPTIMILE, and this not later than 14 calendar days after OPTIMILE has been informed of the decision to cancel. Under no circumstances does a professional Customer have the right of withdrawal.
- 6 Implementation of the Contract**
- 6.1 The Customer is obliged to cooperate readily and to provide the necessary support for the implementation of the Contract. This includes the provision of all necessary information required by OPTIMILE for the implementation of the Contract. The Customer is at all times fully and solely responsible for ensuring that all data necessary for the performance of the Contract is accurate, complete, and up to date. OPTIMILE shall not be liable for any damage, inaccuracies, loss of functionality, delays, or deficiencies resulting from the Customer's failure to update, provide, or maintain such data in a timely or accurate manner.
- 6.2 The rendering of Connected Services is generally regarded as an obligation to be performed to the best of one's abilities. OPTIMILE shall at all times exercise due care and good faith and shall render the Connected Services to the best of its knowledge and ability, but without guaranteeing any particular result. The Platform is made available to the Customer "AS-IS".
- 7 Public Charging**
- 7.1 The Customer can opt to open Charging Stations for public charging sessions (public charging). Public charging is not possible for smart cables.
- 7.2 In the frame of public charging, OPTIMILE facilitates (amongst other things) the payment of third party charging sessions via the connected Customer Charging Stations in accordance with the provisions of Article 12.3.
- 7.3 Split Billing Users cannot opt to open their Charging Station to the public under the Customer's Subscription. If Split Billing Users wish to activate public charging, they must take out their own Subscription.
- 7.4 In accordance with the AFIR Regulation, all publicly accessible Charging Stations must enable recharging or refuelling on an *ad hoc* basis and offer easy and convenient payment options. Therefore, if the Customer chooses to make certain Charging Stations available for public charging in accordance with Article 7.1, OPTIMILE will provide the Customer with necessary and comprehensive guidelines and tools to ensure compliance with the AFIR Regulation and subsequent national legislation stemming therefrom. OPTIMILE will ensure that the guidelines and tools provided are clear, usable and sufficient to achieve compliance with the AFIR Regulation and any applicable national legislation. The guidelines and tools will be delivered in a timely manner and will be updated as necessary to accommodate any potential future regulatory changes.
- 7.5 The Customer acknowledges and agrees to adhere to the guidelines and use the tools provided by OPTIMILE to ensure compliance with the AFIR Regulation and any applicable national legislation. In this regard, the Customer agrees to indemnify and hold OPTIMILE harmless from and against any claims, damages, losses, liabilities, and expenses arising out of or related to the Customer's failure to comply with the aforementioned guidelines, causing a violation of the AFIR Regulation and/or any applicable national legislation, despite the clear guidelines and tools provided by OPTIMILE. The Customer acknowledges that this obligation to comply with the guidelines is essential and is to be considered an obligation of result and that the damages OPTIMILE would suffer in case of non-compliance with this obligation are significant.
- 8 Professional Charging**
- 8.1 Professional charging facilitates the compensation of home charging sessions of Split Billing Users (employee) via their connected Charging Station by the Customer-employer.
- 8.2 In this context the Customer grants the Split Billing User access to (certain features of) the Platform and to certain Connected Services, through a personal Account.
- 8.3 The Customer acknowledges that Accounts can only be allocated to Split Billing Users in so far as this is covered by the terms of the Subscription.
- 8.4 In the context of professional charging:
- (i) the Customer is obliged to impose the Contract Terms and in particular the Acceptable Use Policy on the Split Billing Users;
 - (ii) the Customer is liable for the use that the Split Billing User makes of the Platform and the Connected Services;
 - (iii) OPTIMILE bears no responsibility whatsoever for any misuse made by the Split Billing User of the charging services (e.g. by allowing third parties to use them).
- 8.5 The Customer (excluding OPTIMILE) is also responsible for:
- (i) making the necessary contractual (including labour and social law) arrangements with the Split Billing User, under which is amongst other things understood: agreement on the rate at which the Split Billing User's home charging sessions are reimbursed, the payment term for the reimbursement of the home charging sessions;
 - (ii) the correct social law treatment of the compensation of the home charging sessions, including amongst others the correct determination of the compensation rate and the correct processing on the pay slips of the Split Billing User. The Customer is responsible for all consequences of decisions of or reclassification of the remuneration by the social inspection;
 - (iii) the correct fiscal treatment and processing of the payments to the Split Billing Users.
- 8.6 In the context of professional charging, OPTIMILE facilitates (among other things) the compensation of Split Billing User's home charging sessions via their connected Charging Stations, in accordance with the provisions of Article 12.4. In such cases, OPTIMILE intervenes, in the name and on behalf of the Customer, in the compensation of home charging sessions to the Split Billing User.
- 8.7 The Customer is entitled to (temporarily) suspend or permanently block an Account of a Split Billing User at its discretion. OPTIMILE cannot be held responsible for the consequences of this suspension or blocking by the Customer. OPTIMILE will act on the instructions of the Customer in this regard.
- 9 The Platform/Connected Services**
- 9.1 OPTIMILE grants the Customer a non-exclusive, non-transferable (with the exception of what is determined in **Article 8**) right of access and use to the Platform and the Connected Services, subject to (i) correct and timely payment of the applicable fees in accordance with **Article 12** and (ii) use by the Customer and the Split Billing User in accordance with the Contract and the Acceptable Use Policy, in particular.
- 9.2 The implementation of the Contract by OPTIMILE relates to the Subscription to the Platform and the associated Connected Services of OPTIMILE. Unless otherwise agreed, the Customer is entirely responsible for the purchase, installation, maintenance, repairs and operation of the Charging Stations for which the Platform will be used, as well as for the network connection and its operation and security. OPTIMILE is not liable for damage or defects to the Charging Stations, nor is it liable for the operation of the Charging Stations. The Connected Services offered by OPTIMILE, are entirely dependent on the Charging Stations, the connectivity of the Charging Stations, the settings of the Charging Stations and the Open Charge Point Protocol (OCPP). Software interruptions or failures caused by the Charging Stations or the connectivity of the Charging Stations (including but not limited to updates or failures of the Charging Station firmware, issues with the connection of the Charging Station, problems with the connection caused by firewalls etc.) are not the responsibility of OPTIMILE.
- 9.3 The Customer and the allocated Split Billing Users are entitled to access and use the Platform in accordance with the Contract and the Acceptable Use Policy. The Customer is responsible to prevent or terminate any unauthorised access to, or use of, the Platform, including by the Split Billing Users. Accounts are strictly personal and may under no circumstances be shared. If the Customer discovers such unauthorised access and/or use, he shall immediately inform OPTIMILE, who shall be entitled to take all necessary or useful measures to remedy such access and/or use.
- 9.4 If the Customer discovers a shortcoming or defect, the Customer is obliged to cease using the Platform immediately and to make all reasonable efforts - or have all reasonable efforts made - to prevent (further) damage.
- 9.5 In the event of problems with the availability of the Platform, OPTIMILE undertakes to do its utmost to resolve such problem as quickly as reasonably possible without giving any guarantee. In any event and where appropriate, OPTIMILE is free to determine what should be considered an adequate solution or compensation for

its Customers in this regard.

10 Support/maintenance

10.1 In the event that the Customer requires assistance or has a question relating to the Platform and/or the Connected Services, OPTIMILE can be contacted free of charge during business hours (09.00 a.m. to 5.00 p.m. CET) by email (info@mobiflow.be) or by telephone as indicated on the Platform. OPTIMILE always endeavours to assist the Customer/Split Billing User as quickly as reasonably possible without giving any guarantee.

10.2 OPTIMILE regularly carries out unannounced maintenance work and implements updates to the Platform whereby OPTIMILE aims to minimise the impact on the availability of the Connected Services without, however, excluding any downtime in this regard.

11 Price

11.1 The Customer pays a monthly Subscription fee.

11.2 All prices are exclusive of VAT, unless expressly stated otherwise in writing.

11.3 If OPTIMILE changes its prices, these will apply from the date indicated and will take effect for a given Subscription from the next monthly payment of the monthly fee. In this case, the Customer is entitled to terminate the Contract subject to notification. The termination takes effect at the time the price change would take effect.

12 Payment

12.1 General

12.1.1 By concluding a Contract, the Customer expressly agrees to the use of electronic invoicing by OPTIMILE subject to written variation between the parties.

12.1.2 Payments to OPTIMILE are due within 30 calendar days.

12.1.3 All payments to OPTIMILE should be carried out in the currency indicated (Euros, unless expressly stated otherwise in the Contract). If payment is made in another currency, the conversion will be calculated in relation to the highest rate of the currency indicated by OPTIMILE, either at the rate of the date of invoice or at the date of payment. All bank and exchange charges relating to the collection of the amount will be charged to the Customer.

12.1.4 OPTIMILE reserves the right to require payment via SEPA Direct Debit mandate.

12.2 Payment Subscription Fee by the Customer to OPTIMILE

12.2.1 The monthly fee due by the Customer for the Subscription will be made by direct debit.

12.2.2 In this case, the Customer authorises OPTIMILE to debit the prices directly from the Customer's bank account. In the event that direct debit is not possible (because of insufficient funds, incorrect account number, etc.), the payment will be deemed not to have taken place. In this case, OPTIMILE will draw up an invoice.

12.2.3 All payments are due in full at the start of the next Subscription period (per month) to which it relates, unless expressly stated otherwise in the Contract.

12.3 Payment by OPTIMILE to the Customer in the context of public charging

12.3.1 In cases where OPTIMILE is liable to pay the Customer fees (e.g. for the public use of the Customer's charging station), the Customer has 2 options for invoicing OPTIMILE:

- OPTIMILE either prepares the invoice itself on a quarterly basis, based on the data concerning public charging sessions at (the) Customer's Charging Station(s). In this case, OPTIMILE will pay the Customer within 30 calendar days following the end of the month of the invoice date.
- OPTIMILE will provide the Customer on a quarterly basis with an overview of the charging sessions carried out on the Charging Station(s) operated by the Customer for which OPTIMILE is liable to pay. The Customer undertakes to draw up an invoice within one month of receiving this overview and it will be payable by OPTIMILE within 30 calendar days of the end of the month of the invoice date. If OPTIMILE has not received an invoice within one month following the dispatch of the above-mentioned statement to the Customer, the latter will be deemed to have waived his right to demand payment from OPTIMILE.

12.4 Payment by OPTIMILE to the Customer in the context of split billing

12.4.1 Payment of home charging sessions of the Split Billing User(s) by OPTIMILE will take place in accordance with the recorded activity of the Charging Station and the instructions and arrangements entered in the Platform by the Customer, including in respect of the tariff.

12.4.2 OPTIMILE will provide the Customer on a monthly basis a balance of the Split Billing User's home charge sessions for which OPTIMILE facilitates payment. The Customer undertakes to reimburse OPTIMILE's payments to the Split Billing Users within 14 calendar days.

12.4.3 Payment of home charging sessions of the Split Billing User(s) by OPTIMILE will take place in accordance with the recorded activity of the Charging Station and the instructions and arrangements entered in the Platform by the Customer, including in respect of the tariff.

12.4.4 Payment by OPTIMILE to the Split Billing User shall be due on a monthly basis. OPTIMILE agrees to refund the home charging sessions of the Split Billing Users by the end of the month following the month in which the home charging sessions were performed (except as provided below).

12.4.5 OPTIMILE shall not be obliged to make any payment to the Split Billing User in the event that the Customer is in default of payment to OPTIMILE of any invoice or

balance (in whole or in part) due by the Customer to OPTIMILE as compensation for the home charging sessions of Split Billing Users to be paid in accordance with Article 12.4.2. The Customer is required to include this arrangement in its agreements with respect to Split Billing Users. In the event OPTIMILE withholds payment to the Split Billing User for the foregoing reason, the Customer shall be required to indemnify OPTIMILE against claims of the Split Billing User.

12.4.6 Invoices can only be validly protested by the Customer by registered letter within 7 calendar days following the invoice date and in any case stating the invoice date, invoice number and a detailed reason for the protest.

13 Consequences of non-payment or late payment

13.1 If the Customer fails to pay any invoice in full when due, or fails to pay in full when due any other payment due to OPTIMILE under any contract between the parties and/or these Contract Terms, then:

- (i) a late payment interest of 1% per overdue month will be charged by law, without prior notice of default, with each started month being considered fully expired;
- (ii) the amount owing will be increased by all OPTIMILE's costs incurred in recovering the debt and by 10% of the invoice amount by way of fixed compensation, without prejudice to OPTIMILE's right to claim higher compensation;
- (iii) OPTIMILE reserves the right, after prior formal notice, to engage an external collection agency for the recovery of outstanding amounts. The costs associated therewith may, to the extent permitted by law, be charged to the Customer or, as applicable, to the User;
- (iv) OPTIMILE reserves the right to immediately suspend the Subscription and the Customer's and the Split Billing Users' associated right of access to the Platform, as well as the Connected Services, until all outstanding amounts (including interest and costs) are paid. In any case, the costs of suspension and reactivation of the Platform and Connected Services will be borne by the Customer. Furthermore, OPTIMILE cannot be held liable if, during this suspension, the Customer or the Split Billing User suffer damage due to not receiving payment for charging sessions carried out by third parties at its Charging Station(s).

(v) OPTIMILE shall be entitled to suspend payments to Split Billing Users in the context of split billing (**Article 12.4**), and this at the Customer's entire responsibility and without OPTIMILE bearing any responsibility in this respect to the Split Billing Users.

13.2 The same applies in the event of imminent insolvency, judicial or amicable dissolution, or of a cessation of payments, as well as any other element which may demonstrate the Customer's insolvency.

14 Liability

14.1 OPTIMILE's liability will always be assessed in the light of the obligation of effort undertaken by OPTIMILE.

14.2 In the event of shortcomings in the Platform and/or the Connected Services, OPTIMILE's liability is limited to the (re-)provision of the missing or defective Connected Services. If the (re-)provision of the Connected Services is not/no longer possible or reasonable, the Customer is entitled to compensation for the damage suffered (without prejudice to **Article 14.3**).

14.3 OPTIMILE's liability shall in all cases be limited to the lower of the following amounts: (i) an amount of € 500 and (ii) the amount paid out by OPTIMILE's insurer(s), and shall be limited in all cases to (iii) the mandatory liability imposed under the laws of Belgium. The Customer undertakes to provide a waiver of recourse with its insurer(s) against OPTIMILE's insurer(s).

14.4 OPTIMILE is not responsible for problems or damage arising from the installation or operation of (the firmware of) the Charging Stations, the Customer's network connections or other problems related to the Internet. The Customer remains liable to pay the monthly Subscription fee in the event that the Customer is temporarily unable to use the Platform or the Connected Services due to causes not attributable to OPTIMILE, and in particular caused by (the firmware of) the Charging Stations or the network connection.

14.5 The Customer cannot claim guarantee/indemnity from OPTIMILE for:

- Damage caused by incorrect, incomplete or late information and instructions from the Customer;
- Damage resulting directly or indirectly from an act on the part of the Customer or a third party, regardless of whether it was caused by failure to comply with the Contract, an error or negligence;
- Damage caused by the malfunction of the device used by the Customer to access the Platform;
- Damage caused by the theft of the password or loss of the password due to the Customer's or the Split Billing User's negligence;
- Damage caused by third parties;
- Damage as a result of non-compliance on the part of the Customer with the guidelines and tools provided by OPTIMILE to ensure compliance with the AFIR Regulation and any applicable national legislation as described in Articles 7.4 and 7.5 of these Contract Terms;
- Damage resulting from faults in network communication;
- Damage to (the firmware of) the Charging Stations;
- Damage caused by (the firmware of) the Charging Stations;
- Damage caused by the improper or inadequate use of the Platform / Connected Services;

- Damage caused by unauthorised or unlawful use of the Platform / Connected Services in accordance with OPTIMILE's Acceptable Use Policy;
 - Indirect damage (damage to third parties or any consequential damage such as, but not limited to, loss of profits, loss of cost savings, loss of revenue, loss due to *business interruption* or damage to third parties);
 - Additional damage arising from further use of the Platform or further application by the Customer / Split Billing User after detection of the defect;
 - Damage caused by force majeure and hardship in accordance with the provisions of **Article 15**.
- 14.6 The liability of OPTIMILE can only be invoked by the direct Customer of OPTIMILE and not by third parties. The Split Billing Users will be considered as third parties with respect to OPTIMILE.
- 14.7 The Customer is solely responsible for any claims by third parties or users of the Charging Stations (in case of public charging), caused by the charge point itself or the firmware of the charge point, regardless of whether these are caused by non-compliance with the Contract, fault or negligence.
- The Customer shall fully indemnify OPTIMILE, its appointees and employees, and shall make every effort to intervene in: (i) all claims and proceedings arising from acts, omissions, faults or imprudence by itself or by its employees or any third party relied upon by the Customer in connection with the Contract with OPTIMILE, in breach of the Contract and/or other laws applicable to the commercial transaction (ii) all claims and proceedings arising from damage caused by (the firmware of) the Customer's Charging Stations and (iii) all claims and proceedings by third parties, who suffer damage in connection with the implementation of the Contract.
- The Customer shall indemnify OPTIMILE for all damage (including indirect damage and loss of profit), legal and other costs in connection with defending the aforementioned claims and/or proceedings.
- 15 Force majeure/hardship**
- 15.1 The following are conventionally considered as cases of force majeure or hardship: All circumstances which at the time of concluding the Contract were reasonably unforeseeable and unavoidable, and which, on the part of OPTIMILE/the Customer, create the impossibility of implementing the Contract or part of it, or which would make its implementation financially or otherwise more onerous or difficult than would normally be foreseen, so that implementation under the conditions agreed can no longer reasonably be required (such as, but not limited to war, natural conditions, fire, seizure, delays in or bankruptcy of OPTIMILE's suppliers/hosting partners, disease, labour shortage, strike, lockout, pandemics and epidemics, government-imposed measures, business-organisational conditions, threats and acts of terrorism, lack of resources).
- 15.2 When OPTIMILE and/or the Customer are in a temporary impossibility to execute (part of) the Contract due to a situation of force majeure or hardship, they will be entitled to temporarily suspend the execution of their affected commitments by means of notification by e-mail (to info@mobiflow.be, in case the Customer is facing force majeure). In this case, the implementation period shall be extended for a period equal to that of the suspension. Neither the Customer nor OPTIMILE will be liable for any compensation in this case.
- 15.3 In the event that the execution of the Contract, or part of it, has become definitively impossible due to force majeure and/or hardship, or has been validly suspended for more than 3 months in accordance with **Article 15.2**, the Customer and OPTIMILE will meet to determine the conditions under which the Contract can continue. If no agreement is reached after the Customer and OPTIMILE have negotiated in good faith for a minimum period of 1 month, both the Customer and OPTIMILE shall have the right to terminate the Contract by immediate service of a registered letter to the other party.
- 16 Intellectual property**
- 16.1 The Customer acknowledges that OPTIMILE retains all intellectual rights, including but not limited to trademarks, trade names or other intellectual property rights.
- 16.2 The Customer will not modify, remove or manipulate the trademarks, trade names or other identifiers or intellectual property rights on the Connected Services and/or the Platform.
- 16.3 OPTIMILE retains all intellectual rights, including, but not limited to, patents, drawings and models, copyrights (on the source code or other software protected by copyright (non-exhaustive list)), rights in databases, trade secrets, rights in know-how, trademark rights, rights in (trade/product) names, etc. on the Platform (including all copies, modifications, extensions and derivative works thereof) with the exception of the data uploaded to the Platform by the Customer himself. In the event that the Customer takes actions that would violate or invalidate OPTIMILE's Intellectual Property Rights, or allows a third party to do so, the Customer will owe OPTIMILE a fixed compensation equal to € 25,000 per individual infringement, without prejudice to OPTIMILE's right to compensation for any additional proven damage.
- 16.4 The Customer expressly authorises OPTIMILE to use the name of the Customer-company as a reference for publicity purposes, for example by publication on the Website. In this context, the Customer also authorises OPTIMILE to use the Customer's (trade) name, trademark and logo.
- 17 Privacy**
- 17.1 The collection by OPTIMILE of personal data of the (potential) Customer and/or his staff/agents will take place in accordance with OPTIMILE's privacy statement. In this case, OPTIMILE acts as the data controller. This Privacy Statement contains information about the personal data collected by OPTIMILE and the way OPTIMILE uses and processes that personal data. OPTIMILE's privacy statement can be found on the Website.
- 17.2 By using OPTIMILE's Connected Services and entering into the Contract with OPTIMILE, the Customer acknowledges having read and accepted the Privacy Statement.
- 18 Confidentiality**
- 18.1 All information of a confidential nature (including, but not limited to, all information of a financial, commercial, legal, fiscal, social, technical and organisational nature, trade and business secrets, data of business partners, customers and suppliers, employee data, personal data, programs, source codes, computer code, modules, scripts algorithms, features and methods of operation, inventions (whether patentable or not), processes, diagrams, test procedures, software design and architecture, design and function specifications) disclosed by OPTIMILE to the Customer prior to entering into the Contract, as well as during the Contract, shall be regarded by the Customer as confidential and treated with the utmost secrecy.
- 18.2 The Customer shall:
- Use the confidential information exclusively for its own account and with the utmost secrecy;
 - Not use the confidential information in any way or for any purpose other than the cooperation (if any) between OPTIMILE and the Customer;
 - Not reverse engineer, disassemble or decompile on the Platform, nor authorise others to do so;
 - Not to derive any commercial benefit from the confidential information;
 - Not disclose or make available to third parties the confidential information of which he is aware, without the express written consent of OPTIMILE.
- 18.3 This duty of confidentiality applies during the contractual relationship between OPTIMILE and the Customer and continues for a period of 3 years from its termination for any reason.
- 18.4 OPTIMILE remains at all times the sole owner of its confidential information. Except as expressly provided in these Contract Terms, nothing in these Contract Terms or the relationship between the parties shall confer on the Customer any right or interest in the confidential information, and no implied licenses are granted.
- 18.5 This duty of confidentiality in no way implies that OPTIMILE is not entitled to use and/or commercialise ideas, input, feedback from the Customer that may serve to improve and/or extend the Connected Services and/or the Platform.
- 19 Netting**
- 19.1 In accordance with the provisions of the Financial Security Act of 15 December 2004, OPTIMILE and the Customer-company shall, in the event of concurrence, offset all debts against each other. This means that in the event of such concurrence between OPTIMILE and the Customer-company, only the largest claim on balance will remain after the aforementioned automatic offsetting.
- 19.2 In any case, this debt offsetting shall be enforceable against the administrator and the remaining body of creditors, and no objection will be possible against this debt offsetting implemented by the parties.
- 20 Competent Court and applicable law**
- 20.1 All disputes arising from these Contract Terms as well as from any other agreement concluded between OPTIMILE and the Customer shall fall within the exclusive jurisdiction of the courts of the district in which OPTIMILE has its registered office, unless OPTIMILE decides that the courts of the district in which the Customer has its registered office have jurisdiction.
- 20.2 Belgian law shall apply.
- 21 Language**
- 21.1 Unless explicitly agreed otherwise, the Customer acknowledges that the language used in these Contract Terms shall also be the working language of all commercial transactions with OPTIMILE.
- 21.2 The Dutch version of these Contract Terms is the only authentic version. Translations or documents drawn up in another language are always a mere modality towards the Customer.