

## General Terms of Use for charge points by Allego

These General Terms and Conditions of Use apply to you if you make use of a charge point owned or operated by Allego Portugal, Unipessoal Lda (hereinafter "Allego").

### Article I: Terms and conditions for use of charge points, charging services and charge card

- a. Allego's charging points may only be used for charging suitable electric vehicles.
- b. You can use Allego's charging points if you:
  - i. identify yourself at a charging station by means of an acceptable means of identification originating from a mobility service provider, where acceptable means of identification from a mobility service provider include, for example, a charging card or similar. Allego works together with various so-called mobility service providers, who provide (access to) charging services, infrastructure services or subscription services and associated means of identification to their customers; Allego is free to make discretionary decisions on which mobility service providers to maintain relationships with and thus from which mobility service providers means of identification are accepted; or
  - ii. directly using a payment card (such as a debit or credit card). If you present a payment card directly at the charging station, and thus pay by means of a payment card, Allego acts as a one-time mobility service provider for the charging service. Allego cooperates with card issuers of payment cards and payment processors (payment service providers) that process payments by means of payment cards. Allego is free to decide at its discretion which card issuers and which payment service providers to maintain relationships with and thus from which card issuers to accept payment cards. The use of Allego's charging points by means of a payment card may also be subject to Allego's Special Terms and Conditions for Purchase of a One-Off Charging and Infrastructure Service, which can be consulted at [www.allego.eu/gebruiksvoorwaarden](http://www.allego.eu/gebruiksvoorwaarden).
- c. The mobility service provider, card issuer and/or payment service provider may have declared its own terms and conditions applicable (such as, for example, general terms and conditions or terms of use) which you must comply with vis-à-vis that party. Such terms and conditions have been made available by the mobility service provider or published on the mobility service provider's website
- d. If you use an app, for instance the SMOOV® app, you may store identifiers from a mobility service provider, as well as payment cards. In addition to possible conditions of the mobility service provider, card issuer and/or payment service provider, in such case use of an app may also be subject to general terms and conditions of such app. For instance in case of the SMOOV® app, this is also subject to the general terms and conditions of the SMOOV® app and conditions for the one-off purchase of charging services via the SMOOV® app, which you can consult at [www.smoovapp.eu](http://www.smoovapp.eu).
- e. By presenting a payment card or an identifier, you accept to at least disclose your card number or your customer number and associated mobility service provider (with whom you must have an agreement) to Allego, and that you accept the processing thereof.
- f. You must use the charging infrastructure, including the charging point, in a careful and proper manner and with due diligence, and only for charging an electric vehicle. For charging, you must follow prescribed instructions and use a proper cable and plug to connect the electric vehicle to a charging point. The electric means of transport and its use must also comply with the conditions set by or under the law and/or applicable (usage) standards. If you fail to comply

with these obligations, or if you or your vehicle causes damage to a charge point, you will be obliged to compensate Allego for the damage suffered as a result.

- g. You must indemnify Allego against third-party claims for damages related to conduct or circumstances that are for your account or risk.
- h. You must respect the on-site parking regulations.
- i. If a third party uses your identifier or payment card, you are co-responsible to Allego for proper compliance with the obligations described in these General Terms of Use.
- j. In case of loss, theft or misuse of the identifier or payment card referred to in subsection b, you must immediately notify your mobility service provider or card issuer. Your mobility service provider will block your identifier, or your card issuer will block your payment card. This will inform Allego that no further use of the charging infrastructure may be allowed with the relevant means of identification or with the payment card, and that no use of the charging infrastructure may be charged to the mobility service provider or card issuer that issued the relevant means of identification or payment card to you. Until such time as the identifier or payment card is blocked, you shall be liable for any damage arising from the loss, theft or misuse of the identifier or payment card.
- k. Allego may exclude you from using its charging points in the event of improper or careless use or fraud. This will be reported to the mobility service provider and/or card issuer. You may also be excluded at the request of your mobility service provider or card issuer. In the case of fraud, we may also report or file a report with the relevant authorities.
- l. Allego does not guarantee that a chosen charge point will function.

## **Article 2: The processing of personal data and your Privacy**

For information on the processing of your personal data and our Privacy Policy, please consult Allego's Privacy Policy at <https://www.allego.eu/privacy>

## **Article 3: Liability Allego**

- a. Allego is not the manufacturer of the charging points and you acknowledge this. Allego is not liable for defects or irregularities at its charging points, the unavailability of a charging point, a failure at its charging point, a failure or limitation in the electricity network, damage to your electric vehicle or damage to your charging cable or charging plug.
- b. If Allego nevertheless commits an attributable shortcoming in the fulfillment of its contractual obligations, then a right to compensation is only possible on the condition that you inform Allego in writing within 10 working days after the day on which you discovered or could reasonably have discovered the shortcoming or wrongfulness - thereby giving Allego notice of default to the extent required by law and offering a reasonable period of time to comply.
- c. In the event that Allego is obliged to pay damages, Allego's liability is limited to an amount of €50,000 per event with a maximum of €100,000 per user per year, or the maximum amount paid out by the insurance taken out for that purpose. Allego is not obliged to compensate indirect damages, including in any case loss of profit or income and/or missed savings. This limitation of liability does not apply in the event of intent or gross negligence on the part of Allego.
- d. You should report any damage in writing to Allego as soon as possible, but no later than two months after it occurs, via [P.O. Box 882, 6800 AVV Arnhem](mailto:P.O. Box 882, 6800 AVV Arnhem) or via the website [www.allego.eu](http://www.allego.eu), unless you make it plausible that you could not have reported the damage earlier.

## **Article 4: Service and breakdown service**

Allego's customer service is available to answer questions via telephone number [088-750 0300](tel:088-750 0300). If you discover any defects, damage or irregularities with the charging point in question, please report this as soon as possible via telephone number [0800 - 374 5337](tel:0800-374 5337). If you use a charge point with visible defects, damage or irregularities, Allego will not be liable for any damage you suffer as a result of its use.

## **Article 5: Modification of General Terms of Use**

- a. Allego reserves the right to change the contents of these Terms of Use unilaterally and for this reason it is important that you [www.allego.eu/gebruiksvoorwaarden](http://www.allego.eu/gebruiksvoorwaarden) consult for the most up-to-date version.
- b. If any provision of these General Terms of Use should be invalid, void or annulled for any reason, the other provisions shall remain in full force and the parties shall mutually agree on a substitute provision, whereby the purpose and purport of the provision to be replaced shall be maintained as much as possible.

**Article 6: Applicable law and competent court**

These General Terms of Use are governed by Portuguese law. Any applicability of the Vienna Sales Convention is excluded. Disputes arising from these General Terms and Conditions of Use or the use of a charge point shall be submitted exclusively to the competent court in Portugal or the court competent under the law.