User Conditions

for charging, infrastructure, or online services provided by

Allego







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I. USER CONDITIONS

Introduction

Allego offers charging solutions for electric cars and other vehicles, including end-to-end charging solutions.

Please read these User Conditions carefully. By purchasing, using, or receiving a Service (as defined below) from Allego, or by using Allego infrastructure, the End User agrees to be bound by these User Conditions.

These User Conditions are separated into different chapters. Chapters I and II. apply to all Services provided by Allego to an End User. Chapter III. applies to all Infrastructure Services (as defined below), and Chapter IV will apply to Charging Services (as defined below), and Chapter V will apply to the use of online and digital services provided by Allego. Chapter VI will apply to the use of Subscription Services. This distinction is also detailed within these chapters.

Allego reserves the right to change the contents of these User Conditions unilaterally and may do so periodically. Where the Services are one-off services, or a series of one-off services (i.e. individual Charging Sessions), it is essential that you consult the User Conditions [https://www.allego.eu/terms-of-use] every time before taking a Service from Allego. Where the Services are one-off services, or a series of one-off services (i.e. individual Charging Sessions), the User Conditions may have changed between the purchase or obtaining of two consecutive Services. It is the End-User's responsibility to make themselves familiar with the newest User Conditions, as these will apply to the Service at a particular point in time. The End User acknowledges and agrees that it may be required to recognize that it has read these new User Conditions before continuing to use the Services. Where the Services are continuous or on-going, if we make material changes, we will notify you at least 30 days in advance. If you do not agree to the amended User Conditions, you may terminate your on-going agreement before the changes take effect. Continued use of the Service after the effective date constitutes acceptance of the amended User Conditions.

For continuous services where Allego may email the End-User (i.e., the use of account-based web and online Services), Allego will notify the End-User of any modifications to the User Conditions 30 days before the entry into force of the new User Conditions. The End-User has the right to contest the application of the new User Conditions within that time, which will automatically result in the immediate termination of the Agreement with the End-User to use the Service. Otherwise, the new User Conditions will automatically apply after that time.

Please note that in this document gendered language may be used for clarity or convenience, but it is intended to be inclusive of all genders and identities. Please note that using terms like "he" or "she" does not exclude individuals who identify with other genders or identities.

How to use these User Conditions

The application of a title of these User Conditions depends on the scenario – and more than one title can apply to a scenario. Below is a non-exhaustive list of example scenarios.

Example: Charging at an Allego charging station with an MSP card from a third-party MSP: in that scenario, you use only an Infrastructure Service from Allego. Title II (general section) and Title III (Infrastructure Services) apply.

Example: Charging at Allego with a payment card. Both a Charging Service and an Infrastructure Service are provided by Allego. Title II (general section), Title III (Infrastructure Services), and Title IV (Charging Services) apply.

Example: Charging at an Allego charging station and paying online through as a "guest" (= without opting for registration for an account in an Allego app). Not only Charging Service and Infrastructure Service are provided by Allego but also an Online and Digital service are provided by Allego. Title II (general section), Title III (Infrastructure Services), Title IV (Charging Services), and Title V (Online and Digital Services) apply.

Example: Charging at an Allego charging station with the Allego app: that involves a Charging Service, and Infrastructure Service and an Online and Digital Service provided by Allego. Title II (general section), Title III (Infrastructure Services), Title IV (Charging Services), and Title V (Online and Digital Services) apply.

Example: charging at another charging point operator's charging station using the Allego app: both a Charging Service and an Online and Digital Service are provided by Allego. But not an Infrastructure Service. The terms of use of the third-party CPO apply. Title II (general section), Title IV (Charging Services), and Title V (Online and Digital Services) apply.

II. GENERAL TERMS AND CONDITIONS

The conditions included in this Chapter II. apply to all services provided by Allego to the End User.

Definitions

In these User Conditions, several concepts are capitalized. These are definitions that apply to the User Conditions and have the following meaning:

- Agreement: the agreement by which an End User receives a Service from Allego. This may be a formal agreement, or it may also be an implicit agreement, for instance originating from using a web- or online Service, i.e., for agreeing to purchase a Charging Service, or by using an Allego Charge Point. The Conditions apply to said Agreement (and in case of the existence of a formal agreement, in parallel to such agreement).
- Allego: the charge point operator and provider of the Service, being the relevant Allego entity (under Allego N.V. or any of its affiliates) or contracted 3rd party entity according to the table in Annex 1 dependent on the type of Service and/or the geographical location where the Service is being received.
- Allego Group Privacy Policy: means the policy published on [https://www.allego.eu/terms-of-use].
- **Business Day**: any day that is not a Saturday, Sunday, or public and/or bank holiday in the Netherlands or, in case of Charging Services, such a day in the country where the Charging Service was delivered.
- Charge Point: a facility owned or operated by Allego at a semi-public, public, or private location that can be used to charge the battery of an Electric Vehicle.
- Charge Point Operator: a party that operates Charging Points and that may also act as a provider of Services, particularly Charging Services and/or Infrastructure Services to End-users, or that can offer access to Charging Infrastructure to Service Providers that can ultimately provide Charging Services or Infrastructure Services to Endusers.

- Charging Service: the use by the End User of a service that comprises a one-time or repeated charging service (at a Charge Point) of Allego, in principle for private/non-professional use. This may be made via an Online and Digital service, but it may also be made through direct payment at a Charge Point terminal.
- **Charging Session**: a session in which an Electric Vehicle is charged at a Charge Point.
- Electric Vehicle: A power-driven motor vehicle with at two, three or four wheels, classified as type L3e, M or N under the EU vehicle type classifications under UNECE standards, as implemented by Regulation (EU) No 168/2013 and Directive 2007/46/EC, equipped with a powertrain that includes at least one non-peripheral electric machine serving as an energy converter and an electric rechargeable energy storage system (REESS) that can be recharged from an external source of electricity and such Vehicle is legally allowed and considered roadworthy to drive in the relevant country. This definition explicitly excludes L1e and L2e category vehicles, such as scooters and mopeds.
- **End User**: the natural person who obtains a Service from Allego.
- **DXP**: The Allego Digital Experience platform (accessible at account.allgo.eu) or any subsequent successors.
- Infrastructure Service: the benefit to the End User of a service that comprises the usage (be it a one-time use or multiple uses) of the infrastructure of Allego. For example, charging your Electric Vehicle at a Charge Point of Allego is an Infrastructure Service provided by Allego.
- Mobility Service Provider: means a provider that provides or sells recharging or refuelling (payment) services. For the avoidance of doubt, this notion is used in these User

Conditions to describe a third party other than Allego. Where Allego would be the provider of a Charging Service (see Charging Services), the User Conditions directly refer to Allego.

Online & Digital Service: the use by the End User of a Service that is accessed via a web browser or an app. For instance, without being exhaustive, the use of the Allego website, the use of an app issued by Allego, etc.

Payment Service Provider: the financial services provider authorised to accept payment methods from the End User to be credited to Allego

Service(s): means, collectively, or depending on the context separately, any services rendered by Allego to an End User, including any (i) Infrastructure Service; and/or (ii) Charging Service; (iii) Online & Digital Service; and/or (iv) Subscription Services.

Service Provider: a provider of a Service to an End User.

Subscription Services: means a registration with a subscription or membership offered by Allego, such as the DXP or similar subscriptions or memberships or uses of services.

Territory & contact information

Allego provides Services in multiple locations and countries. Depending on the subsidiary or contracted 3rd party that delivers a particular type of Service, or the location where an End User receives a Service, this service is provided by a specific Allego entity or contracted 3rd party entity, as listed in Annex 1.

Allego provides Services to End Users through its designated subsidiaries, with the relevant contact details listed in Annex 1.

The End User may contact Allego to find out more information about the Services (i) via www.allego.eu, (ii) via e-mail: info@allego.eu or (iii) via post and/or telephone (on https://www.allego.eu/live-support/) depending on the location of the End User and the services rendered, as per the table included in ANNEX 1 of these User Conditions.

Formation of the Agreement

By taking delivery of the Services, the User is bound to and agrees to the application of these End User Conditions and, as such, has entered into an Agreement.

These User Conditions consist of general provisions and special provisions. The

general provisions of Chapter I and Chapter II relate to and apply to all Services by Allego to an End User and Agreements entered into between them. All the special provisions relate to and are supplementary to the general provisions and apply to particular specific Services or Agreements. In the event of any conflict between a general and a special provision, the special provision will prevail.

Applicable law, complaints, and disputes

If any provision of these User Conditions proves to be illegal, invalid, unenforceable or null and void, or is annulled at any time, for any reason whatsoever under the law of any jurisdiction: (i) the remaining provisions remain in full force and the legality, validity, or enforceability in that jurisdiction of any other provision of any other provision of these User Conditions shall not be affected or impaired and (ii) the parties will consult to put in place a replacement provision such that the intention and purport of the provision that is to be replaced is preserved as far as possible.

These Conditions and all non-contractual or other obligations or Agreements arising out of or in connection with them are governed by law of the country where the Service was delivered, with the exclusion of conflict of law provisions and with the exception of Online & Digital Services described under Chapter V, which are exclusively governed by the laws of The Netherlands.

Any dispute is within the non-exclusive competence of the court where the Service was delivered (including a dispute regarding the existence, validity or termination of these User Conditions or relating to any noncontractual or other obligation arising out of or in connection with these User Conditions) or the consequences of their nullity. However, any dispute regarding Online & Digital Services described under Chapter V, exclusively within the exclusive competence of the courts of Arnhem in The Netherlands, unless the country where you enjoy consumer protection also provides for the competence of the court where you enjoy consumer protection. This means that you can make claims in connection with the Charging Service or the Infrastructure Service arising from the consumer protection standards of your choice, both in the country where the Service was delivered and in the country where you enjoy consumer protection in connection with the

Charging Services or the Infrastructure Services under these User Conditions. But for claims in connection with Online & Digital Services described under Chapter V, these claims can only be made in the Netherlands, unless the country where you enjoy consumer protection in connection with the Online & Digital Services allows you to make a claim there too.

If you wish to file a complaint, we kindly request that you contact us via email at info@allego.eu. Additionally, you can use our 24/7 hotlines per country https://www.allego.eu/live-support/.

We kindly ask you to provide as much information as possible when submitting your complaint so that we can assist you in the best possible way. We aim to respond to your complaint within 14 working days.

Privacy & data processing

By taking delivery of the Services, the End User agrees to the "Allego Group Privacy Policy" as published on the website [https://www.allego.eu/terms-of-use], and you consent to the collection, use (processing), and disclosure of your personal data according to the Allego Group Privacy Policy.

By presenting a payment card or an Identifier (such as a token or charge card) of a Mobility Service Provider, you accept to at least disclose your payment card number and associated details and/or your customer number and, where applicable, associated Mobility Service Provider (with whom you have entered into a separate agreement bound to by the conditions of the Mobility Service Provider) to Allego, and that you accept the processing thereof.

You consent to the processing of your personal data concerning the provision by Allego of any of the Services for investigating whether use or conduct violates these Conditions, and for Allego to undertake remediation actions as permitted in these Conditions. Allego has the right to investigate and enquire about your identity, in case of use or conduct that violates the User Conditions.

Indemnity

End User agrees that it releases Allego and all directors, employees, investors, customers and contract parties of Allego in full from all liability towards, and all further or other claims of, third parties resulting (whether directly or indirectly) from the End User's failure in the fulfilment or performance of

the Agreement or these User Conditions. In such situations resulting (whether directly or indirectly) from the End User's failure in the fulfilment or performance of the Agreement or these User Conditions, the End User hereby waives any right of recovery against the parties mentioned above.

In using any Service, the End User agrees that it will adhere to all instructions applicable to and in connection with the Services, namely, both the instructions stipulated by Allego, any third party with whom the End User is bound (i.e., a Mobility Service Provider), and any applicable statutory safety or other requirements. Not adhering to these instructions may lead to damage.

Liability

You (the End User) are fully liable towards Allego for any damage caused to Allego because of use or conduct that violates these User Conditions.

Suppose Allego is liable for harm or loss suffered by the End User as a result of a material failure of Allego in the fulfillment of its contractual obligations towards the End User. In that case, the End User notifies Allego thereof in writing within 10 business days after the day on which the End User observed or could reasonably have observed the defect or irregularity. End user shall notify Allego of default and stipulate a reasonable term for fulfillment insofar as required by law.

Any liability of Allego referred to in these User Conditions, if and insofar as possible in observance of the provisions of applicable law concerning liability, is limited to compensation of direct harm or loss.

Allego shall not be liable to the End User under or in connection with these User Conditions, whether for negligence, breach of contract, misrepresentation or otherwise for: (i) any indirect or consequential damage, harm or loss of End User (iii) loss of profit, goodwill, business opportunity or anticipated saving suffered by the End User, or (iii) loss or damage incurred by the End User as a result of third party claims.

Except as set out in these Conditions, all conditions, warranties and representations, express or implied by (i) statute; (ii) standard/default law or (iii) otherwise, to these User Conditions are excluded.

The restrictions set out in the preceding paragraphs of this article will not operate to exclude or restrict Allego's liability for harm

or loss that is the result of fraud or gross negligence of Allego.

Allego is not obliged to fulfil any obligation where prevented from doing so as a result of force majeure.

If 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.

Receipts & invoicing

After a Charging Service (title IV); Online & Digital Service (title V); and/or Subscription Service (title VI), and on the condition that it concerns a paid service that is rendered by Allego to the End User, the End User receives or gets access to a receipt of the Service via the method that is specified there. Allego does not and is unable to provide a VAT invoice in a company's name.

Where a paid service that is rendered by Allego to the End User, payment may also be initiated through the relevant Service for example through a Payment Service Provider. It is the End User's responsibility that the End User's use of any selected payment method is valid, that the End User has access to a sufficient balance and that the use of the payment means is not blocked. In the event that debiting is not possible, Allego has the right to receive payment from the End User by other means, such as by sending a separate invoice for the End User's use of the Service. As it is the End User's responsibility to ensure that the End User's payment information for use of the the relevant Allego service is up-to-date and valid at the time of attempting to purchase a Service, failure to do so can result in Allego closing the End User's account or limiting access to a Service.

Suppose the End User decides to purchase a Service for business / professional use from Allego. In that case, the End User is responsible for ensuring that the receipt received via email is sufficient for its own tax and accounting evidence for the End User or its bookkeeping purposes and that the End User cannot or will not ask Allego for a bespoke invoice or a specified VAT invoice on a company name. Allego is not

responsible for any fiscal or financial administration of the End-User or the correctness thereof. The End User is informed that if a VAT invoice on a company name is required, that it is also possible to obtain relevant and equivalent Charging Services (title IV); Online & Digital Servicse (title V); and/or Subscription Services (title VI) from Mobility Service Providers that may offer this possibility.

Any affiliate of Allego may send its invoices on behalf of its other affiliates.

Specific billing and invoicing terms and payment methods may be agreed upon by making use of the Service.

Any invoice must be paid within 30 days.

Other conditions

Allego may exclude you from using its Services in the event of improper or careless use or fraud. Where applicable, 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 event of fraud, we may also report the matter to the relevant authorities.

To ensure the integrity and availability of our Services for all users, Allego reserves the right to monitor usage patterns. We may impose reasonable limitations on End-Users whose activity significantly exceeds what is considered fair and reasonable use, as determined at Allego's sole discretion.

In instances of excessive or abnormal usage, Allego may take appropriate measures, which may include, but are not limited to: temporarily or permanently restricting access to certain features or Services, or proposing tailored usage arrangements to better align with the End User's needs..

End User agrees that Allego may (i) engage third parties in the performance of the Agreement and any of its obligations hereunder and (ii) may transfer or assign any or all of its rights and obligations under the Agreement to a third party.

III. INFRASTRUCTURE SERVICES

This Chapter III applies in all cases when the End-User uses a Charge Point owned or operated by Allego, irrespective of whether this is following a purchase of a Charging Service from Allego, or a charging session from a Mobility Service Provider, or

otherwise. In other words, every time an End User charges using Allego's Charge Point, these conditions apply.

Use of Charge Point

Allego's Charge Points may only be used for charging suitable Electric Vehicles, i.e., Electric Vehicles that are per the correct protocols and certificates to charge with the sockets as provided through the applicable Charge Point and are legally considered as roadworthy in the relevant country.

The use of Allego's Charge Points for other purposes, possibly through the use of adapters, or the charging of vehicles not suitable, is explicitly forbidden, and the End-User can be held liable for all damages, including but not limited to possible loss of revenue for Allego.

Allego does not guarantee that a chosen Charge Point will function, or that it will fully function (i.e., that cable locking mechanisms will function at all times), or that it will function under all circumstances – meteorological circumstances or all other circumstances.

Allego does not warrant specific charging capacities or speed, and Allego shall not be liable or responsible for the displayed charging capacity of a Charge Point. The displayed charging capacity of a Charge Point is of no contractual nature and merely indicates a type. The End-User should be aware that charging volume and capacity is dependent on circumstances such as factors depending on the vehicle (based on battery charge levels, temperature, losses in the charging circuit of the vehicle etc.) or overall circumstances in the electricity network (which may even be temporarily set by the network operator).

Access to a Charge Point

You may and can only use Allego Charge Points if you:

i. Identify yourself using acceptable of means identification originating from a Mobility Service Provider, where acceptable means identification from a Mobility Service Provider include, for example, a charging card or similar. Allego works together with various Mobility Service Providers, who provide (access to) charging services, infrastructure services or services subscription 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). Suppose you present a payment card directly at the charging station or use a device with an internet connection that allows for secure payment transactions (via an online and digital service), and thus pay with a payment card. In that case, Allego acts as a onetime service provider and delivers a Charging Service (per Chapter IV of these User Conditions). Allego cooperates with card issuers of payment cards and payment processors (Payment Service Providers) that process payments through 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 Charge Points using a payment card may also be subject to Allego's special terms for purchase of a Charging Service, under Chapter IV of these User Conditions. The use of Allego's Charge Points using online & digital service may additionally be subject to Allego's special terms for Online & Digital Services, under Chapter V of these User Conditions.
- iii. If no Charging Service has been provided by Allego, i.e., the End User makes use of the Charge Point through its own Mobility Service Provider, the End User also has an agreement with the Mobility Service Provider and not with Allego for the specific charging session. The Mobility Service Provider is responsible for setting the pricing of the session and for invoicing the End User. Allego cannot be held accountable for the conduct of the Mobility Service Provider; complaints regarding pricing should be directed to the Mobility Service Provider.

- iv. Allego may decide upon the charging fee applicable to a Charge Point under applicable laws, agreements in place with the Mobility Service Providers, as well as location partners.
- The Mobility Service Provider, card issuer, and/or Payment Service Provider may have declared their 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 Provider's Mobility Service website. Where Allego acts as a one-time service provider and delivers a Charging Service, the clauses in Chapter IV of these Conditions shall also apply.
- If you use an online or digital service, including apps, possibly even an Allego app, for making a purchase that involves an Infrastructure Service, in such a case, use of an online or digital service may also be subject to the terms and conditions of such Online or Digital Service. For instance, in the case of the Online & Digital Service provided by Allego, this is also subject to the special terms and conditions of Online & Digital Services under Chapter V of these User Conditions, and also the special conditions for Charging Services under Chapter IV of these User Conditions.

Proper conduct and use

You must use the charging infrastructure, including the Charge Point, carefully and correctly, and with due diligence. For charging, follow the prescribed instructions, if provided, and use a proper cable and plug to connect the Electric Vehicle to a Charge 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.
- You must respect the on-site parking regulations as well as any conditions posed by the parking area. Allego is only the operator of the Charge Points and not the parking lots (unless otherwise noted on such site). Allego cannot be held liable for any conduct of the parking lot owner or operator.
- Any damage to the Charge Point should be reported to Allego.

Liability for use of the Charge Points

- The End User is liable for all damage resulting from improper or injudicious use of a Charge Point or improper or injudicious charging, and indemnifies Allego against any claims of third parties in this regard. The End User also indemnifies Allego against any claims of third parties regarding conduct or circumstances for which the End User bears the expense and/or risk. The End User shall also take reasonable precautions when using the Charging Infrastructure (i.e., correct use of cables, reasonable precautions depending on weather, taking precautions against cable theft, etc.).
- Allego shall not be liable for harm and loss that the End User may suffer as a result of the inability to charge or fully charge the Electric Vehicle or in connection with or resulting from the use or functioning of a Charge Point. Allego shall not be liable if the Electric Vehicle cannot be charged or fully charged due to a defect in the Electric Vehicle and/or the peripherals used, such as charging cables.
- Allego is not the manufacturer of the Charge Points, and you (the End User) acknowledge this. Allego is not liable for defects or irregularities at its Charge Points, the unavailability of a Charge Point, a failure at its Charge Point(s), a failure or limitation in the electricity network, damage to your electric vehicle, or damage to your charging cable or charging plug.
- In case of visible damage to the Charge Point, the Charge Point should not be used by the End User. Should the End User use a malfunctioning Charge Point with visible defects, damage, or irregularities, Allego cannot be held liable for any damages suffered by the End User as a result of this use.

Other provisions for the use of Charge Point

If a third party uses your identifier or payment card, or any other authorization means to

obtain the Infrastructure Service, you are (co-)responsible and liable to Allego for proper compliance with the obligations described in these User Conditions.

In case of loss, theft, or misuse of the identifier or payment card, you must immediately notify your Mobility Service Provider, Payment Service Provider, or card issuer. Your Mobility Service Provider will, after notice, block your identifier, or your card issuer will block your payment card. This will allow Allego to undertake that no further use of the charging infrastructure may be permitted 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 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.

IV. CHARGING SERVICES

This Chapter IV applies when the End-User uses the Charging Service (for the specific charging session) directly from Allego. In case the End-User purchases the charging service from a Mobility Service Provider, through the benefit of using Allego's Charge Point, then the End-User only benefits from an Infrastructure Service of Allego. This section, Chapter IV, does not apply to the End-User for that charging session, as the End-User uses the services of the Mobility Service Provider. Conditions of the Mobility Service Provider may apply instead. The conditions of Chapter IV, for example, apply to Charging Sessions for which a user has used a direct payment solution provided by Allego or any direct usage solution, (web-based) solution, or app for which the user has registered, or any subscription model.

Payment

Payment is made via a Payment Service Provider.

Conditions of the Payment Service Provider may apply. For payment with the Payment Service Provider, any additional conditions applied by the relevant Payment Service Provider will apply.

For the collection of the fee in connection with the Charging Service and Infrastructure Service, Allego has entered into a contract with a Payment Service Provider. The End User will make payment to this Payment Service Provider, after which the Payment Service Provider pays the money received from the End User to Allego.

There may also be an option to collect the payment by direct debit: the costs for the Charging Service and

Infrastructure Service will then be deducted, via the authorised Payment Service Provider, based on a direct debit authorisation, from the bank account stipulated by the End User as identified on the direct debit authorisation.

In the case of direct debit, the End User has 56 days after the collection of the amounts owed to contest a payment. Additionally, the End User has 13 months from the payment date to contest a debit transaction.

If you do not meet the payment obligations within fifteen (15) days, or if Allego is unable to collect the amounts due because, for example, the balance in your account is insufficient, a payment is reversed, the account number — which you provided during registration — does not exist or an automatic payment is withheld, Allego has the right, and where legally required after notice of default and expiry of the reasonable period for remedying the shortcoming, to transfer the claim to a third party for collection. The statutory permissible costs for this may be charged to you.

In case of late payment, Allego may suspend the supply of Services (including other Services than Charging Services) to you until the payment has been made correctly and/or Allego is entitled to terminate the account immediately or to terminate the Agreement without further notice and any costs. Furthermore, any Allego entity will be automatically mandated and entitled to collect the payment, possibly even through other Services (other than the Charging Services) that are available to you by such other Allego entity.

Costs and prices

For the Charging Services, Allego may charge a fee, which may depend on the location and charge used, and which may consist of one or more of the following components:

- A price per kWh;
- A price per minute, either from the start of the session or else starting or increasing after an indicated time since the beginning or the completion of the charging (occupancy fee to discourage extended occupancy of the Charge Point);
- A price per session; and
- A price component for the payment method chosen.

Before a Charging Session, the End User can inform himself on the specifically applicable fees, for instance with a display on the Charge Point, by sticker on the Charge Point with a QR code that links to a webpage that shows the cost of the Charging Service with Allego, or via the Online & Digital Service, for

the Charge Point in question where Allego offers a Charging Service. If the End User enters into an agreement with Allego for the supply of the Charging Service, payment is to be made through a Payment Service Provider, as outlined above.

which cannot be operated for initiating a charging service and/or infrastructure service provided by an External Service Provider or provided by Allego.

Website

This title only applies to Online & Digital Services in the form of a website.

V. USE OF ONLINE & DIGITAL SERVICES

These conditions in Chapter V apply to any use of Allego online and digital services, such as the use of the Allego website, any Allego online accounts, and the use of any (web-based) applications and solutions provided by Allego, such as an Allego-application for use on a smartphone, as well as any Digital Experience Platform (DXP) services..

Definitions Chapter V

In Chapter V of the User Conditions, several concepts are capitalized. These are definitions that apply to Chapter V of these User Conditions and have the following meaning:

App: an app or application provided by Allego, and downloaded and installed from an app store or any web-based application provided by Allego.

Compatible Charging Socket: a Charging Socket that is included in the database displayed in the Online & Digital Service, and which can also be operated for providing a charging service and/or infrastructure service provided by an External Service Provider or provided by Allego (in the latter case under Chapters III and IV of the User Conditions respectively) initiated via the Online & Digital Service.

In-App Purchase: the purchase in the account provided under the Online & Digital Service, which can be made from Service Providers or Allego for the supply of charging services and infrastructure services offered by external Service Providers, or from Allego (in the latter case under Chapters III and IV of the User Conditions respectively). As the supplier of the Online & Digital Service or the account facility therein, Allego may not be a party to this purchase. Once the purchase has been made, Allego may have no control over the provisions to which the End-user and the Service Provider can agree.

Non-compatible Charging Socket: a Charging Socket that is included in the database displayed in the Online & Digital Service, but **Information and referrals:** All information provided on or through this website is general; no rights can be derived from this. Upon composing and maintaining this website, Allego acts very carefully. Allego has also examined the sources and references for reliability. Despite such care, Allego cannot guarantee the correctness, completeness, and timeliness of the information. Allego expressly rejects any liability for the accuracy, completeness, or timeliness of the information and the use of this website. The information on and through this website offered by Allego can be printed or downloaded for personal use. However, it is strictly prohibited to disclose. copy, or distribute this information or take any other action that is inconsistent with the intellectual property rights of Allego.

Modifications: All the information offered by Allego on or through this website may be changed without notice. The text of this disclaimer is also subject to change without notice. Allego encourages you to check regularly if the offered information and the text of this disclaimer have been modified.

We may update our site periodically and modify its content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site or any content on it will be free from errors or omissions. We do not guarantee that our site or any content on it will always be available or uninterrupted. Access to our site is permitted temporarily. We may suspend, withdraw, discontinue, or change all or any part of our site without notice. We will not be liable to you if, for any reason, our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site.

Limitation of liability: We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer

programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or any website linked to it. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Acceptable use: You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction, and data harvesting) on or to this website without the Company's express written consent.

App(s)

This title only applies to Online & Digital Services in the form of an App (which includes any web-based solution).

If you download the App from an "app store", then you may be required to register with the "app store's" operator. That will bind you to the "app store's" relevant terms and conditions of use and general terms and conditions. The contractual relationship between you and the "app store's" operator regarding your use of the "app stores" is separate from the contractual relationship that you enter into directly with Allego for the use of the App under the Agreement. If there are problems with using the "app store", you must contact the "app store's" operator directly in its capacity as your counterparty.

Before the App can be used, the End-user must open an account or log in as a guest. If a user account is opened, the End-user will, independently and at any time, be able to change their personal account settings, such as the data regarding the Electric Vehicle, charging card data, and/or payment details. To open an account, the End-user must have a valid email address or register via a Facebook or Google+ account.

Right of use

Allego grants the End-user a limited, non-exclusive, non-transferable, and revocable

license to access and use the services strictly by these User Conditions. This license does not constitute a transfer of ownership or any intellectual property rights. All rights, title, and interest in and to the services remain the exclusive property of Allego. For example, you may be allowed to use the Online & Digital Service for the following purposes:

If this facility is offered, to find and review Compatible and incompatible charging Sockets;

If this facility is offered, to accept a one-off charging and infrastructure service from Service Providers or Allego on Compatible Charging Sockets in the performance of an existing agreement with a service provider or as a result of an In-App Purchase from a Service Provider or Allego;

If this facility is offered, the initiative can utilize In-App Purchases from Service Providers or Allego to operate Compatible Charging Sockets, specifically by contracting and paying for a one-off charging and infrastructure service offered by Service Providers or Allego.

Without being exhaustive, the following actions are explicitly prohibited while using the application:

- making the application available to third parties via a peer-to-peer or other network or in any other manner;
- leasing out or selling the application;
- granting a sub-licence to use the application; and
- modifying the application, reverse engineering the source code, and/or using the application to develop derivative works.

Allego shall be entitled to suspend, restrict or terminate the licence immediately and at any time if the End User violates these User Conditions or misuses the application, if the decision is taken to decommission the Online & Digital Service or if, at Allego's sole discretion, particularly in cases where Allego determines that continued access may compromise the integrity, security, or lawful use of our services. This includes, but is not limited to, situations involving suspected misuse, unauthorized access, or breach of these User Conditions.

The End User must take due care to protect his password and account details against misuse by others and promptly notify Allego about any misuse. The End User is responsible for keeping his password secure, and for not using the password in any other way that

allows others to gain access to his account of account details. Allego will not be responsible for any stolen details or identity as a result of this.

The End-user shall be free to terminate the licence with immediate effect and at any time by contacting Allego B.V. as in Appendix 1 to these User Conditions, requesting the deletion of the relevant account, upon which the right of use shall terminate with immediate effect.

Costs

Service Providers or Allego may charge fees for the purchase of one-off charging services and/or infrastructure services accessible from the Online & Digital Service. Allego, as the provider of the Online & Digital Service, may or may not be a party to this fee or to this one-off charging services and/or infrastructure service — and these purchases or uses may be regulated by Service Provider's terms or by to Chapters III and IV of the User Conditions for these cases where Allego provides them.

Where the online and digital service displays fees, these may be the Service Provider's fees or Allego's fees, depending on the situation. If the End-user chooses to operate a one-off charging and infrastructure service through an In-App Purchase from a Service Provider, then the fee can be charged by the service provider. Should the End-user choose to operate a one-off charging infrastructure service via a registered and validated charging card number in their user account in the Online & Digital Service, then the End-user has already agreed with a Service Provider for the supply of charging and infrastructure services. The operation constitutes a performance of the agreement that the End-user has concluded with the Service Provider that issued the charging card. In such case, the fees charged may deviate from the fees shown in the pp because the fees charged are governed by the existing agreement between the Enduser and the Service Provider, and the fee indicated is merely a fee that the Service Provider that manages the Charging Point charges to the Service Provider that issued the charging card. Suppose the End-user chooses to operate a one-off Charging Service and/or Infrastructure Service through an In-App Purchase from Allego. In that case, these are regulated by Chapters III and IV of the User Conditions, as provided by Allego.

Misuse of the application

Misuse is defined as: using the Online & Digital Service in any manner that is not described in these User Conditions, as well as using the Online & Digital Service in such a way that it infringes upon the rights of one or more third parties. Misuse of the application is a criminal offence. Allego may report misuse at any time to the police and/or the public prosecutor's office.

The login details of your Online & Digital Service are personal and confidential. It is not the intention that third parties use your Online & Digital Service. It is also not allowed to enter into an Online & Digital Service in someone else's name or to provide false information. If such abuses are detected, Allego is entitled to delete your account immediately or without further notice, or, if you have entered into an Online & Digital Service, to terminate the Agreement immediately and without further notice.

Location data

For the Online & Digital Service to operate, the Online & Digital Service uses the End-user's location. The app uses this data to direct the End-user to a nearby Compatible Charging Point.

Changes to Online & Digital Services

Allego is entitled to change the Online & Digital Service (for example, in the case of an update or when so prompted by changes in the application or to the applicable laws (or their interpretation)), as well as to discontinue or terminate the app without any prior notice being required. Allego shall not be liable for any harm or loss that ensues, or is alleged to have ensued, from such change, discontinuation, or termination.

Intellectual Property

The End-user is aware that the Online & Digital Service contains information of which Allego is the owner, including processes, work methods, software, drawings, texts, designs, and know-how, including but not limited to the rights referred to in the Dutch Copyright Act 1912 [Auteurswet 1912], the Dutch Patents Act 1995 [Rijksoctrooiwet 1995], the Uniform Benelux Act on Designs and Models [Eenvormige Beneluxwet inzake Tekeningen of Modellen], the Dutch Neighbouring Rights Act [Wet op de naburige rechten], the Dutch Protection of Original Topographies of Semiconductor

Products Act [Wet bescherming oorspronkelijke topografieën van halfgeleiderprodukten], the Dutch Databases (Legal Protection) Act [Databankenwet], and the regulations relating to said acts.

The End-user shall respect these rights and use the information mentioned above exclusively for the ordinary use of the application as described in these User Conditions.

VI. Use of Subscription Services

These conditions in Chapter VI apply to any use of Allego Subscription Services, such as registration with the Allego DXP or other subscription services or memberships offered by Allego. Use a Subscription Service as part of the Charging Service and/or an Online and Digital Service. The special terms and conditions of Charging Services and/or Online & Digital under Chapter IV and/or Chapter V of these User Conditions will also apply. A Subscription Service fee, if any, is not remuneration for a Charging Service.

Subscription Service Agreement

In case you make use of or opt to use a Subscription Service, upon the moment of registration and acceptance, an Agreement for a Subscription Service is concluded for a particular duration of one (1) month or as otherwise specified in the Agreement or confirmation of the Subscription Service. If you do not explicitly terminate the Agreement for the Subscription Service via the Online & Digital Service or other designated system or app before the end of agreed period, or if the Agreement does not specify an and data, then the Agreement will be deemed to have been concluded for an indefinite period, which you can then notify to terminate anytime, but with effect at midnight of the last day of the month in process. During that period, Allego has the right to debit the monthly recurring fees automatically, and Allego has the right to terminate the Subscription Service if you default on such payments despite a reminder.

The Subscription Services are delivered only to End-Users in the country(ies) where Allego is present or where it has contracted parties, as listed in Annex 1, by the local Allego entity or contracted 3rd party entity as listed in Annex 1 to render the Subscription Service.

Any of the prices that Allego charges for a Subscription Service, and insofar as relevant, the service deliverables or discount or price per kWh under a Subscription Service, are listed on the allego.eu website or through the relevant Online & Digital Service. Allego may adjust the prices and the corresponding service deliverable or discount (on the price per kWh) for any of the following reasons:

- Changes in government regulations or decisions:
- Market developments;
- Adjustment related to margin, pricing, or purchasing risks;
- Changes to the cost structure of the product;
- Other discretionary business considerations.

If Allego decides to change your Subscription Service, we will inform you promptly via electronic means. You will also have the opportunity to cancel your Subscription Service as outlined above. This cancellation option does not apply to price adjustments that result directly from changes in government-imposed levies or taxes.

You have the option to cancel a Subscription Service within fourteen (14) days after starting that specific Subscription Service. You can do this by sending an email to the contact details of Allego as listed in Annex 1. If the monthly costs have already been debited, Allego will refund this within a reasonable period. If you have already used the Subscription Service, the costs for the charging sessions and the monthly fees will be charged pro rata.

ANNEX 1 – Countries and contact details

Type of the	e Service	Location of the Service	Entity:	Registered address
•	Charging Services provided via Online	Austria	Littley.	ineBistered address
•				
	& Digital Services	Belgium		
•	Subscription Services provided via	Denmark		
	Online & Digital Services	Finland _		
		France		
		Germany		
		Italy		
		Norway		
		Poland		
		Slovenia		
		Spain		
		Sweden		
		Switzerland		
		UK	Allego Innovations B.V.	Westervoortsedijk 73 KB 1, 6827 AV Arnhem
			Deftpower B.V.,	-
		Luxembourg	Luxembourg branch	Westervoortsedijk 73 KB 3, 6827 AV Arnhem
		ŭ	<u> </u>	•
•	Online & Digital Services	All other countries	Deftpower B.V.	Westervoortsedijk 73 KB 3, 6827 AV Arnhem
		All countries	Allego Holding B.V.	Westervoortsedijk 73 KB 1, 6827 AV Arnhem
•	Charging Services not provided via			
	Online & Digital Services	L	Allana B.V	
•	Infrastructure Services	The Netherlands	Allego B.V.,	Westervoortsedijk 73 KB 1, 6827 AV Arnhem
•	Charging Services not provided via			
	Online & Digital Services			
•	Infrastructure Services	Germany	Allego GmbH	Stralauer Platz 34, 10243 Berlin
•	Charging Services not provided via			
	Online & Digital Services			Saffery Champness, 71 Queen Victoria Street, London, EC4V
•	Infrastructure Services	United Kingdom	Allego Charging Ltd	4BE
•	Charging Services not provided via			
	Online & Digital Services			
•	Infrastructure Services	France	Allego France SAS	6 Rue de Berri 75008 Paris
•	Charging Services not provided via			
	Online & Digital Services			
•	Infrastructure Services	Denmark	Allego Denmark ApS	Jernholmen 6, 2650 Hvidovre
•	Charging Services not provided via			
•	Online & Digital Services			
•	Infrastructure Services	Norway	Allego Norway AS	Apotekergata 10B, 0180 Oslo
		INOI Way	Allego Noi way A3	Apotekeigata 106, 0180 0310
•	Charging Services not provided via			
	Online & Digital Services		Allego Poland Sp.	
•	Infrastructure Services	Poland	z.o.o.	ul. Bitwy Warszawskiej 1920 R, nr 7, Warsaw 02-366
•	Charging Services not provided via			
	Online & Digital ServicesInfrastructure		Allego Portugal,	
	Services	Portugal	Unipessoal Lda	Avenida Infante D. Henrique 26, 1149 – 096 Lisbon
•	Charging Services not provided via			
	Online & Digital ServicesInfrastructure			
	Services	Sweden	Allego Sweden AB	Adelgatan 21, 211 22 Malmö
•	Charging Services not provided via			
	Online & Digital Services			c/o Dittmar & Indrenius Pohjoisesplanadi 25 A, 00100
•	Infrastructure Services	Finland	Allego Charging Oy	Helsinki
•	Charging Services not provided via		,	
	Online & Digital Services			
•	Infrastructure Services	Italy	Allego Italy S.R.L.	Torino (TO) Corso Valdocco 2 CAP 10122
•	Charging Services not provided via			1.07 00.00 10.0000 2 0.11 10122
•				
•	Online & Digital Services Infrastructure Services	Spain	Allogo Spain S. L. L	p/a Latorre: Calle Suero de Quinones 34-36, 28002 Madrid
		Spain	Allego Spain S.L.U.	p/a Latorre. Carie Sucro de Quiriories 34-30, 28002 Madrid
•	Charging Services not provided via			
	Online & Digital Services	Dolaium	Allogo Bolgië BV	Cahalianhaayadraaf 201, 2000 March alar
•	Infrastructure Services	Belgium	Allego België BV	Schaliënhoevedreef 20T, 2800 Mechelen
•	Charging Services not provided via			
	Online & Digital Services			
•	Infrastructure Services	Estonia	Allego Estonia OÜ	c/o Incorporate, Pärnu mnt 139e/2-8, 11317 Tallinn
•	Charging Services not provided via			
	Online & Digital Services,			c/o Workland, Gedimino pr. 20, LT-01103 Vilnius
•	Infrastructure Services	Lithuania	Allego Lithuania AUB	o, o Tromana, ocaninno pr. 20, E1-01105 viinius
		I		
•	Charging Services not provided via			

•	Infrastructure Services			
•	Charging Services not provided via Online & Digital Services			
•	Infrastructure Services	Latvia	Allego Latvia SIA	Krisjana Valdemara iela 21-11, Riga LV-1010
•	Charging Services not provided via			
	Online & Digital Services		Allego Switzerland	
•	Infrastructure Services	Switzerland	GmbH	c/o CMS von Erlach Partners, Dreikönigstrasse 7, 8002 Zürich
•	Charging Services not provided via			
	Online & Digital Services		Allego, električne	
•	Infrastructure Services	Slovenia	polnilnice, d.o.o.	Bleiweisova cesta 30, 1000 Ljubljana