

General Terms and Conditions of Fastned
Version 2.0, last changed: 2 October 2017

Article 1 Definitions

1.1 In these General Terms and Conditions, the following capitalised terms, both in the singular and the plural, will have the meanings as indicated below:

- a) *Agreement*: the agreement between the User and Fastned for the use of the Service, of which these General Terms and Conditions form an inseparable part;
- b) *App*: the Fastned application on the User's mobile device that can be used for the Authorisation, as described further on the Website;
- c) *Authorisation*: the authorisation of the User, who wishes to use the Service at a Charging Station by means of the App, SMS service, PIN code, charge card, license plate or other technical means of authorisation made available for this purpose by Fastned, whereby the Charging Station can be unlocked to allow the Service to be used and the User is authenticated to allow the User to be charged for using the Service;
- d) *Charging Station*: the physical location of the charging infrastructure of Fastned where the Service can be used;
- e) *Fastned*: the private company with limited liability Fastned B.V., with its principal place of business at the James Wattstraat 77-79, 1079 HJ, Amsterdam, and filed in the Commercial Register of the Chamber of Commerce under number 54606179;
- f) *Fastned Account*: the personal account section created by the User at the time when she/he registers for the Service, which section the User can manage via the Website and the App that allows the User to view his/her consumption and Personal Data and other data, and allows the User to supplement and/or change these data to a certain degree;
- g) *General Terms and Conditions*: these General Terms and Conditions, including the Modules;
- h) *Help Desk*: the first-line help desk operated by Fastned to answer questions from Users;
- i) *Intellectual Property Rights*: all intellectual property rights, such as copyrights, database rights, rights to domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, rights to know-how and other rights related to these rights;
- j) *Login Data*: the telephone number, the pin code, e-mail, the password and/or the social account (OAuth) that enable the User to log in to his/her Fastned Account, the App and to use the Service;
- k) *Module*: the module as attached to these General Terms and Conditions;
- l) *Personal Data*: all data which, directly or indirectly, can be traced back

- m) *Privacy policy:* to a natural person; the policy of Fastned with respect to the processing of Personal Data processed via the Service and available at the [Website](#);
- n) *Service:* the service that Fastned offers to Users under the conditions of these General Terms and Conditions, consisting of the charging of the User's electric vehicle by way of selling electricity by Fastned to the User at Charging Stations following authorisation and for a fee;
- o) *SMS Service:* The SMS service made available to the User for his/her Authorisation, as described further on the Website;
- p) *Subscription:* the subscription to use the Service;
- q) *User:* the natural person or the company who has concluded the Agreement with Fastned;
- r) *Website:* the website of Fastned, which can be accessed via fastned.nl;
- s) *WiFi Service:* the service that Fastned offers as a part of the service to Users that allows Users to use the wireless internet connection at the location of the Charging Station, with due observance of these General Terms and Conditions.

Article 2 Applicability

- 2.1 These General Terms and Conditions apply to the Agreement, the use of the Service and all acts, legal and otherwise, carried out between the Parties, including any use of the Website by the User and all offers of Fastned to the User.
- 2.2 Any purchasing and other conditions of the User are explicitly rejected by Fastned.
- 2.3 In the event any provisions in these General Terms and Conditions contravene provisions in the Agreement, the provisions of the Agreement will always prevail.
- 2.4 Deviations from and supplements to these General Terms and Conditions will only be deemed valid if agreed between the Parties in writing. This does not, however, prejudice the right of Fastned to amend and/or supplement these General Terms and Conditions.
- 2.5 Fastned may unilaterally amend and/or supplement the General Terms and Conditions. The most recent version of the General Terms and Conditions can be found on the Website and the App. In the event an amendment or supplement significantly influences the rights or obligations of the User, Fastned will inform the User of any such amendment or supplement, for example, by clearly displaying it on the Website and in the App.
- 2.6 By continuing to use the Service following an amendment or supplement to these General Terms and Conditions, the User thereby accepts the new version of the General Terms and Conditions irrevocably. If the User does not agree to the new version of the General Terms and Conditions, the User's only alternative is to discontinue using the Service and to terminate the Agreement in accordance with the provisions of Article 12.

Article 3 Service

- 3.1 Fastned offers the Service to Users subject to the conditions of these General Terms and Conditions.
- 3.2 The User accepts that the Service only contains the functionality and other features offered by the Service at the time of use (i.e. on an "as-is" basis), and accepts that Fastned is unable to guarantee that the Service will be accessible or available at all times without interruptions or

malfunctions or that the Service will be delivered error free and/or in full. Interruptions to or malfunctions in the Service may occur, though not exclusively, as a result of force majeure, malfunctions in the internet connection, malfunctions in the charging infrastructure, malfunctions in the software services of third parties, viruses or errors/defects. If a malfunction occurs in the Authorisation procedure as the result of a malfunctioning App, malfunctioning charge card or malfunctioning SMS Service, for example, the User must call the Help Desk.

3.3 Any use of the Service will be at the expense and risk of the User.

3.4 The User guarantees that:

- a. she/he is authorised to use the Service in accordance with these General Terms and Conditions;
- b. his/her use of the Service will:
 - (i) not have any negative effect on the honour and reputation of Fastned, its allied enterprises and/or its directors;
 - (ii) not contravene any law or regulation, or these General Terms and Conditions.
- c. she/he will not use malware or other software that could damage the Service and/or (equipment of) its Users or (equipment of) third parties, render the Service inaccessible or that are intended to circumvent technical security measures;
- d. she/he will not act in a way that places an unreasonable and/or disproportionate demand on the infrastructure of the Service and/or obstructs the functionality of the Service (for third parties);
- e. she/he will not use any applications that monitor, manipulate and/or copy (parts of) the Service;
- f. she/he will not use the Service in the name of another person, make the Service available to third parties or allow third parties to use the Service.

3.5 The User is responsible for selecting and using the equipment required for the Service, such as an electric vehicle with a battery that can be charged via the Charging Station and a mobile device on which the App can be installed. The equipment that the user selects and uses must meet the functional and technical requirements for using the Service, as described further on the Website.

3.6 The risk of loss, theft or damage of any data, the vehicle and/or components of the vehicle (including in any case, but not limited to, damage to and/or malfunctioning of the battery of the vehicle) will be borne at all times by the User.

3.7 It is prohibited to use the Service in the name of another person, make the Service available to third parties or allow third parties to use the Service.

Article 4 App

4.1 Fastned may provide the User with an App, which can be used for the Authorisation of the Service. The licences and guarantees as provided in these General Terms and Conditions apply to both the Service and the App.

4.2 From the moment of the first use of the App, the User is liable for all legal and other acts arising from the use of the App, such as Authorisations and transactions.

4.3 The User guarantees that she/he will use the App carefully and correctly. This means, among other things, that the App may not be used by unauthorised persons or made available to third parties.

4.4 Fastned may at all times restrict or suspend the availability of the App or its functioning.

4.5 In the case of loss, theft or misuse of (the carrier of) the App, the User must inform Fastned without delay, without prejudice to his/her own obligation to take immediate and effective measures, such as reporting the incident to the police and changing the PIN code or other Login Data.

Article 5 SMS Service

- 5.1 The SMS Service can be used for the Authorisation for the Service. Fastned can provide the SMS Service to the User.
- 5.2 The User is responsible for the correct use of the SMS Service, as referred to on the Website. The User is responsible for verifying that the SMS codes stated on the chargers are used correctly.

Article 6 Registering for the Service and using the Fastned Account

- 6.1 In order to use the Service, the User must create a Fastned Account. Registering for a Fastned Account is free.
- 6.2 The User guarantees that the Personal Data and other data she/he fills in when creating his/her Fastned Account is at all times complete, truthful and up to date. It is prohibited to create a Fastned Account in the name of another person and/or provide false details.
- 6.3 In principle, usage of the Service is open to all persons. If the User is younger than sixteen (16) years, she/he requires the permission of his/her legal representative(s) (i.e. his/her guardian or (one of) his/her parents). The User guarantees that she/he is indeed sixteen (16) years or older or that she/he has obtained the permission of his/her legal representative(s) to use the Service.
- 6.4 When registering with a Fastned Account, the User must provide the Login Data, which will be used for granting access to the Fastned Account.
- 6.5 The Login Data are personal. The User must keep these Login Data strictly secret and use them with due care. The use of the Login Data is fully at the risk and expense of the User.
- 6.6 As soon as the User knows, or would reasonably be expected to have known, that the Login Data have fallen into the hands of one or more unauthorised persons, the User must inform Fastned, without prejudice to his/her own obligation to take immediate and effective countermeasures.
- 6.7 The User can inspect his/her consumption via the Fastned Account. The User will inform Fastned in the event she/he detects consumption that is at odds with what she/he believes his/her consumption to be. The User must contact Fastned immediately if there is any reason to believe that the security of the Authorisation has been compromised, or if the User knew or had to know that that the Authorisation has been stolen, lost or miss used.
- 6.8 Fastned reserves the right to change the registration and Authorisation procedure and/or the Login Data if it deems such action necessary in the interest of the performance of the Service.

Article 7 WiFi Service

- 7.1 Following Authorisation, the User may use the WiFi Service. The User is responsible for configuring and managing his/her devices with which she/he uses the WiFi Service, as well as for the security of these devices.
- 7.2 The User will be automatically logged out of the WiFi Service after 30 minutes of inactivity.
- 7.3 For reasons of security, Fastned reserves the right to block certain services and websites.
- 7.4 The User guarantees that she/he will not assume a (temporary) false identity (e-mail, website, IP address, SSID of the WiFi Service offered by Fastned ("*spoofing*")), use the WiFi Service for illegal activities, such as harassing other persons, distributing injurious or discriminating texts or violating intellectual property rights, misuse the WiFi Service in any other way, or use it for other illegitimate purposes.
- 7.5 Fastned reserves the right to cut or block the WiFi Service, particularly in the event Fastned detects that the User has violated these General Terms and Conditions.
- 7.6 The User indemnifies Fastned against any claim, legal action, loss or damages of third parties which are based on any use, misuse or unauthorised use of the WiFi Service.

Article 8 Customer's rights and obligations

- 8.1 The Agreement is formed following (i) acceptance by the User of the offered Service whereby the User confirms the Service by clicking on the "Register" button, and (ii) receipt of the confirmation of registration by way of an e-mail sent to the e-mail address provided by the User.
- 8.2 The User guarantees that she/he is legally competent and authorised to use the Service and to enter into the Agreement.
- 8.3 The User indemnifies Fastned against claims, legal action and damages of third parties which are based on or are related to non-compliance with the provisions of these General Terms and Conditions, or legal or other acts that are the result of such, including but not limited to:
 - a. the User's legal incompetence or lack of authorisation;
 - b. the lack of permission to use the Service and to process Personal Data in the event the User is younger than sixteen years;
 - c. Personal Data and other data of the User which is not complete, not truthful and/or not up to date, including but not limited to the situation in which the User provides incorrect Personal Data or other data; and/or
 - d. use, misuse or unauthorised use of the Login Data; and
 - e. failure to meet the payment obligations as described in Article 11.
- 8.4 The User is not authorised to sell and/or transfer in any other way the rights and obligations arising from the Agreement to a third party without the advance written permission of Fastned.
- 8.5 The Fair Use policy which is applicable on the Website applies to all the Subscriptions and to the Services delivered by Fastned to the Users.

Article 9 Fastned's rights and obligations

- 9.1 Fastned will make every reasonable effort to ensure the description on the Website of the Service offered is as accurate as possible. In the event the description of the Service contains inaccuracies, Fastned will correct the inaccuracies as soon as the User has brought them to its attention or it has itself detected them, and it will inform the User of the correction via the User's Fastned Account or the e-mail address provided by the User if Fastned deems such notification necessary.
- 9.2 The User cannot hold Fastned to offers or prices of which the User in all reasonableness could have expected that the offer and/or price in question concerned an error or a typographical error.
- 9.3 Fastned may change prices and offers without making any prior announcement. In the event the price change is the consequence of statutory amendments (e.g. a change to the rate of VAT), Fastned is allowed at all times to implement the change. Fastned may implement price increases within three months following the formation of the Agreement, in which case the User is entitled to dissolve the Agreement. Fastned may also implement price increases after three months of the formation of the Agreement, without the User having the right to dissolve the Agreement. Price changes will not be unreasonable and not without good reason.
- 9.4 Fastned reserves the right to cancel, modify or remove the Service without specifying the reasons, in which case the User will not be entitled to any compensation for damages. In the event an Agreement has already been concluded which cannot be implemented (in full) owing to the exercise of these rights, the User is entitled to (partial) repayment of the fees already paid under the Agreement. Fastned will endeavour to repay these fees within thirty (30) days, depending on the payment method.
- 9.5 Fastned is entitled to transfer the rights and obligations arising from the Agreement to third parties. Should this situation arise, the User hereby irrevocably agrees to such a transfer.

Article 10 Price and payment

- 10.1 Fees will be directly or indirectly payable to Fastned for Subscriptions and/or for the use of the Service by the User as effected when the User charges his/her vehicle.
- 10.2 Fastned cannot be held to offers or prices of which the User in all reasonableness could have expected that the offer and/or price in question concerned an error or a typographical error.
- 10.3 All prices are inclusive of turnover tax (VAT).
- 10.4 With respect to the amounts paid or owed by the User, the relevant documents and data from Fastned's records will serve as conclusive evidence, without prejudice to the right of the User to bring forward evidence to the contrary. The User may pay by means of direct debit or by means of a credit card or charge card. Fastned has no influence over the application or content of the terms and conditions or additional costs of credit card companies and charge card companies, and is not responsible for the use of the services or products of these third parties.
- 10.5 The fees for the Subscription taken or the use of the Service will be invoiced to and collected from the User either per time (or per use) or periodically.
- 10.6 Subscribing for a Subscription is not possible for charge card Users.
- 10.7 If the payment is not effected because, for example, the account number provided does not exist or has no balance, the credit card number is incorrect, if a debt collection is reversed or the credit card has reached its limit, the Subscription will not be activated and Fastned is entitled to suspend the Service immediately, without prejudice to the right of Fastned to recover any costs/damages incurred from the User.
- 10.8 Fastned is entitled to unilaterally adjust the limits for the number of transactions per transaction and/or per Subscription. Continued use of the Service means that the User accepts the adjustment implemented.
- 10.9 Fastned is entitled to adjust the prices for Subscriptions without giving prior notification. If the Parties have agreed to a periodic payment obligation for an existing Subscription, Fastned is entitled to adjust this periodic payment obligation with due observance of a term of one (1) month after it has given written notification thereof. In the event the User is not in agreement with any such price adjustment, the User is entitled to terminate the Agreement in writing within thirty (30) days following notification of the adjustment, effective the date on which the adjustment would come into force.
- 10.10 If the User fails to meet his/her payment obligations vis-à-vis Fastned within the set term, Fastned is entitled to transfer the claim to a third party for collection following notice of default and the end of the reasonable period specified for remedying the breach. The associated costs may be charged to the User, which costs will be calculated as follows:
 - 15% on the first 2,500 euros of the claim, subject to a minimum of 40 euros;
 - 10% on the following 2,500 euros of the claim;
 - 5% on the following 5,000 euros of the claim;
 - 1% on the following 190,000 euros of the claim;
 - 0.5% on anything in excess, subject to a maximum of 6,775 euros.

Article 11 Intellectual Property Rights

- 11.1 The intellectual property rights with respect to the Website and the Service, including but not limited to the texts, images, designs, photographs, software, audio-visual material and other materials are vested in Fastned and/or its licensors.
- 11.2 Nothing in these General Terms and Conditions may be interpreted as transferring any Intellectual Property Rights to the User. The use that the User may make of the Service is limited to that which is described in these General Terms and Conditions.
- 11.3 Under the conditions as stipulated in these General Terms and Conditions, Fastned grants the User a limited, personal, irrevocable, non-exclusive, non-licensable/non sub-licensable, non-

transferable right to use the Service. Moreover, the right to use the (components of the) Service for which a Subscription must be concluded is subject to a suspensive payment condition.

- 11.4 The Service, the Website and/or other data are expressly prohibited from being copied, publicised, used for direct or indirect commercial purposes, or for any purpose other than the purposes referred to in the General Terms and Conditions, unless Fastned or the titleholder have granted explicit permission in writing.
- 11.5 The User will not perform any acts that could constitute a breach of the Intellectual Property Rights of Fastned and its licensors, such as registering domain names, trademarks or search terms for advertising and other services of search engines (such as Google Adwords keywords) that resemble or are identical to any sign to which Fastned or its licensors can claim Intellectual Property Rights. The User recognises and accepts that any improper use of texts, images, designs, photographs, software, audio-visual material and/or other materials in which Intellectual Property Rights are vested constitutes a breach of these General Terms and Conditions and the applicable legislation.
- 11.6 The User is prohibited from removing or circumventing, either independently or through the agency of another party, any security or other measures, technical in nature or otherwise, in the Service or that are connected with the Service.
- 11.7 Fastned is not obliged to make any software other than the App available, in source code or otherwise, also not if such software is necessary to use and/or maintain the Service.

Article 12 Protection of privacy

- 12.1 The User may provide Fastned with Personal Data and other data during the performance of the Agreement. Fastned will process Personal Data in a meticulous manner in accordance with the Personal Data Protection Act (*Wet bescherming persoonsgegevens*) and Fastned's Privacy Policy.

Article 13 Liability

- 13.1 Fastned's liability for damage as a result of a culpable shortcoming in the fulfilment of the Agreement or an illegal act or otherwise is, to the extent such is legally permitted, limited per event (a series of consecutive events being considered a single event) to the compensation of the damage, up to no more than the amount of the fees paid by the User and received by Fastned for the month prior to the event that caused the damage. Fastned's liability for damage will never exceed the amount paid out under the business liability insurance policy taken out by Fastned.
- 13.2 Fastned's liability for indirect damage is excluded. Indirect damage is in any case understood to mean, though not exclusively, all consequential damage, loss of profits, loss of savings, loss of goodwill, damage resulting from business stagnation, damage resulting from claims by clients or potential clients of the User, the loss, corruption or destruction of data or data files, refusal, misuse or malfunctioning of the Authorisation, misuse or malfunctioning of the WiFi Service, misuse or malfunctioning of the internet connection of User and misuse or unauthorised use of the App, charge card and/or SMS Service and all (other) damage caused by force majeure, as described in Article 15.
- 13.3 The exclusions and limitations referred to in this Article cease to apply if and to the extent the damage is a consequence of an intentional act or wilful recklessness on the part of Fastned or its management.

Article 14 Force Majeure

- 14.1 Fastned is not bound to fulfil any obligation if it is prevented from doing so by force majeure. Force majeure is, among other things, taken to mean:
 - a. force majeure affecting suppliers of Fastned;

- b. defective items, equipment, software or materials of third parties;
- c. government measures;
- d. electricity disruptions;
- e. disruptions to internet, computer network or telecommunication facilities;
- f. war;
- g. staffing complement/strikes;
- h. fire;
- i. terrorism.

Article 15 Term and termination

- 15.1 The Agreement is entered into for an indefinite period of time and may always be immediately terminated by either Party. The duration of a particular Subscription agreement is specified for the Subscription in question. Subscriptions are terminable at one month's notice, unless specified otherwise for a particular Subscription.
- 15.2 Each of the Parties is authorised to dissolve the Agreement owing to a culpable shortcoming in the fulfilment of the Agreement if the other Party, following an as detailed as possible notice of default which sets a reasonable term in which to remedy the breach, culpably fails in the fulfilment of essential obligations under the Agreement.
- 15.3 If the User at the time of termination, as referred to in the previous paragraph, has already received performances under the Agreement, these performances and the related payment obligation will not constitute a ground for cancellation. The liability for amounts that Fastned has invoiced before the termination continues without any reduction and such amounts will be immediately payable at the time of the termination.
- 15.4 Fastned is entitled to terminate the Agreement, in full or in part, without notice of default being necessary if the User is granted a moratorium, provisional or otherwise, or if bankruptcy proceedings are instituted against the User.
- 15.5 Fastned will not be obliged to refund money it has already received or pay compensation or to surrender data as a result of termination, dissolution or any other type of cessation of the Agreement. The right of the User to access the Service will lapse by operation of law in the event of termination, dissolution or any other type of cessation of the Agreement. In such an event, the User will remove the App and/or no longer use the Service. To the extent the User does not comply with the foregoing, the User will be liable for all use, including misuse, of this App, charge card or SMS Service in accordance with the provisions in these General Terms and Conditions.
- 15.6 If the User fails to fulfil its obligations under this Agreement, or fails to do so in time or in full, Fastned is entitled to suspend performance of the Agreement, either in full or in part, without any demand or notice of default being required. This provision does not prejudice the right of Fastned to exercise any other statutory and/or agreed right.
- 15.7 The provisions that are intended to remain applicable following the termination, dissolution or cessation by other means of the Agreement will extend beyond the termination, dissolution or cessation by other means of the Agreement.

Article 16 Applicable law

- 16.1 The Agreement, the General Terms and Conditions, the use of the Service and Subscriptions are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

Article 17 Settlement of disputes

- 17.1 All disputes that arise between the Parties will be brought before the competent court in the court district where the User resides. This does not prejudice the right of the Parties to seek a settlement to the dispute through mediation.
