



## Fastned user terms and conditions - version 1 March November 2022.

1. You can charge your vehicle at Fastned as a registered customer or without registration. The conditions below only apply if you register with Fastned and each time you purchase a charge session as a registered Fastned customer. Registration takes place via the Fastned application, which is available free of charge in the App Store or Google Play Store ("Fastned App"). The advantage of registration is that we can offer you a better customer experience as a registered customer. This way, we can help you more easily if something goes wrong with a charge session, and we can keep you informed of relevant information such as the opening of new charging stations or charging stations that are temporarily inaccessible.
2. When creating your Fastned account, we ask you to accept the user terms and conditions. You accept these terms and conditions by ticking the consent box in the Fastned App. Subsequently, the user terms and conditions will automatically apply to the use of your account.
3. When registering with the Fastned App, you can choose between two options: charging with or without a subscription. You can choose to register as a member free of charge, without a subscription. In this case, a purchase agreement will be concluded with Fastned for each charge session you purchase. If you choose for the subscription, then - after registration via the Fastned App - an agreement will be made for a certain duration of one (1) month. If you do not explicitly (via the Fastned App or by sending an e-mail to [support@fastnedcharging.com](mailto:support@fastnedcharging.com)) terminate the agreement before the end of this period, the agreement is considered to be concluded for an indefinite period of time, which you can terminate immediately. At the moment you register, you will enter into a long-term agreement with Fastned. Each charge session will be seen as a purchase agreement within this long-term agreement.
4. Fastned can amend these terms and conditions unilaterally at any time. The modified terms and conditions will be applicable and deemed to be accepted by the registered customer as of the date determined and communicated by Fastned, unless the registered customer notifies Fastned in writing within the given notice period of his refusal to accept such amended terms and conditions. In such a case, the registered customer can terminate the registration with immediate effect free of charge. If you, as a registered customer, continue to use your Fastned account, we assume that you agree with the changes.
5. Fastned will ask you for some personal details when you register. When processing these personal data, we will comply with the applicable laws and regulations on the protection of personal data, in particular the General Data Protection Regulation, with regard to all personal information collected by us from you. Fastned will only use this personal information for the sole purpose of fulfilling its contractual obligations towards you as well as for the fulfilment of Fastned's legitimate interests (e.g. customer administration, newsletters, provision of communications in order to provide you with the best possible service). You can read exactly what we do with your personal data in our privacy

statement, which can also be consulted at the bottom of our [website](#). When registering your Fastned account in the Fastned App, you are also asked whether you agree with the privacy statement. By accepting this, you consent to the processing of your personal data according to the privacy statement.

6. Fastned will always do its utmost to provide electricity to charge your electric vehicle without interruptions or failures. Unfortunately, we cannot guarantee that this supply of electricity will always be successful and/or faultless. Situations can arise where charging is not possible; a charging session is interrupted due to a technical problem, (general) power failure, force majeure or otherwise. Fastned will not compensate for any damage if under possible circumstances no (or with interruptions or failures) electricity is (are) delivered.
7. The login details of your Fastned account are personal and confidential. It is not the intention that third parties use your personal account. It is also not allowed to create an account in another person's name or provide false information. In case of such misuse, Fastned has the right to remove your account immediately or without further notice or - in case you have a subscription - to terminate the agreement immediately and without further notice. Fastned also reserves the right to fully recover from you all costs and damages that Fastned has suffered due to the misuse committed by you.
8. Fastned uses a [Fair Use Policy](#) for the use of its services.
9. The [prices](#) Fastned charges for the delivery of electricity are mentioned on the Fastned website, Fastned App and on the charger screens. Fastned may adjust the prices it charges for the supply of electricity for registered customers who do not have a subscription (who conclude a separate purchase agreement with Fastned for each charging session purchased) at any time.
10. Fastned is permitted to adjust the prices it charges for subscriptions based on the following reasons: government decisions and market developments, changes with respect to margin, changes with respect to price and purchasing risks, changes in the cost structure for the product in question and changes in Fastned's general cost structure. In the event that Fastned decides to change your subscription rate, we will inform you in a timely manner and offer you the opportunity to terminate your subscription, in accordance with article 12. This option to terminate does not apply to price adjustments that directly result from a change in rates due to a change in government levies or taxes.
11. The registered user can terminate their Fastned account free of charge at any time. If you want Fastned to delete your account immediately, please send an e-mail to [support@fastnedcharging.com](mailto:support@fastnedcharging.com). If you have purchased services that have not yet been paid for, we will charge you for these services before deleting your account.
12. If you use a subscription with a monthly fee we will charge you monthly. Subscriptions with a monthly fee are - if the agreement is tacitly renewed after the first period of one (1) month - at all times terminable by the parties. Termination is done via the Fastned App.
13. You have the possibility to cancel your requested subscription within fourteen (14) days after it has been concluded. This can be done by sending an e-mail to [support@fastnedcharging.com](mailto:support@fastnedcharging.com). You can also use the model cancellation form and send it

to the address of Fastned, but we find it easier to send an e-mail. If the monthly fee has already been debited, we will refund it within a reasonable period of time. If you have already used our services, we will charge you for the loading sessions and the monthly fee on a pro-rata basis.

14. If you do not meet your payment obligations within the set period of fifteen (15) days, or if Fastned is not able to collect the amounts due because, for example, the balance on your account is insufficient, a payment will be reversed, the account number - that you have provided at registration - does not exist or an automatic payment will be withheld, Fastned has the right, after notice of default and expiry of the set reasonable period of time to remedy the shortcoming, to transfer the claim to a third party for collection. The costs for this vary per country and are included in Article 16 below.
15. In case of late payment - as stated in Article 14 - Fastned may suspend the delivery of electricity to you until payment has been made correctly and/or Fastned has the right to terminate the account immediately or dissolve the agreement without further notice and without any extrajudicial costs.
16. The legal costs differ per country and depend on your country of residence:

Belgium: You may be charged for the costs involved, which will be calculated as follows: 15% over the first €2,500 of the claim, with a minimum of €40; 10% over the next €2,500 of the claim; 5% over the next €5,000 of the claim; 1% over the next €190,000 of the claim; 0.5% over the excess, with a maximum of €6775.

The Netherlands: If you do not meet the payment obligations within the set period of 15 days, Fastned has the right to transfer the claim to a third party for collection, after notice of default and expiry of the set reasonable period of time to remedy the shortcoming. The costs involved may be charged to you, which will be calculated as follows: 15% over the first €2,500 of the claim, with a minimum of €40; 10% over the next €2,500 of the claim; 5% over the next €5,000 of the claim; 1% over the next €190,000 of the claim; 0.5% over the excess, with a maximum of €6775.

Germany: If you fail to fulfil your payment obligations within the specified period of 15 days, Fastned has the right to have the claim brought by a third party after notification and expiry of the reasonable period for fulfilment of the debt. The costs of the claim will then be charged to you.

United Kingdom: If you fail to fulfil your payment obligations within the specified period of 15 days, Fastned has the right to have the claim brought by a third party after notification and expiry of the reasonable period for fulfilment of the debt. The costs of the claim will then be charged to you.

Switzerland: If you fail to fulfil your payment obligations within the specified period of 15 days, Fastned has the right to have the claim brought by a third party after notification and expiry of the reasonable period for fulfilment of the debt. The costs of the claim will then be charged to you.

France: If you fail to fulfil your payment obligations within the specified period of 15 days, late payment penalties are legally and immediately payable and calculated on the basis of

a rate equal to three (3) times the legal interest rate applicable as of the date of payment shown on the invoice, as well as the sum of 40 euros for collection costs.

17. Fastned sells electricity from the following entities that you can reach in the following ways:

In Belgium we sell electricity via:

Fastned Belgium BV

Address: 9000 Ghent, Martelaarslaan 21, bus 302

E-mail: [contact@fastned.be](mailto:contact@fastned.be)

Telephone: +31 (0) 20 715 53 16

Website: <https://fastnedcharging.com/nl>

In the Netherlands, we sell electricity via:

Fastned B.V.

Address: James Wattstraat 77 R, 1097 DL, Amsterdam

E-mail: [contact@fastned.nl](mailto:contact@fastned.nl)

Telephone: +31 (0) 20 715 53 16

Website: <https://fastnedcharging.com/nl>

In Germany, we sell electricity via:

Fastned Deutschland GmbH Co Kg

Address: Bismarckstrasse 60-62, 50672, Cologne, Germany

E-mail: [kontakt@fastned.de](mailto:kontakt@fastned.de)

Telephone: +49 221 82829 610

Website: <https://fastnedcharging.com/de>

In the United Kingdom, we sell electricity through:

Fastned UK Limited.

Address: 11 Zeus House, 16-30 Provost Street, London N1 7NG

E-mail: [contact@fastned.co.uk](mailto:contact@fastned.co.uk)

Telephone: +44 (0) 20 3772 3787

Website: <https://fastnedcharging.com/en>

In Switzerland, we sell electricity via:

Fastned Switzerland AG

Address: Poststrasse 24 CH-6300, Zug, Switzerland

E-mail: [contact@fastned.nl](mailto:contact@fastned.nl)

Telephone: +31 (0) 20 715 53 16

Website: <https://fastnedcharging.com/en>

In France, we sell electricity via:

Fastned France SAS

Address: 26 rue du Faubourg Saint Antoine, 75012 Paris

Website: <https://fastnedcharging.com/fr>

18. The agreements between the registered customer and Fastned are governed by the applicable law of the Member State where you as a customer reside.