

TERMS & CONDITIONS OF USE - ZET.CHARGE APP SERVICE

1) Introduction

The ZET.Charge App have been developed during the GreenCharge project (www.greencharge2020.eu) a research project under EUs Horizon 2020 program. The project will support the transition to zero-emission and sustainable mobility. The solutions are being tested in Barcelona, Bremen and Oslo.

The ZET.Charge APP is an Electric Mobility Provider (EMP) Platform to book and access charging stations for electric vehicles (EVs). Especially in densely populated areas current electricity infrastructure will be overwhelmed with the electricity demand needed to charge all vehicles. ZET.Charge enables users to charge based on their individual EV demands. Faster priority charging will be more expensive whereas more flexible, slower charging will be cheaper.

Every User can register their own charging station and let the power provider know, how fast they need to charge, so the power grid is not being overwhelmed. In Addition, users can book public private charging points.

The booking of priority charging options and the use of public charging points can lead to additional costs payed directly via ZET.Charge. By agreeing to this Terms and Conditions a service contract is concluded between the User and the ZET GmbH, An der Weide 50a, 28195 Bremen, Germany. The resulting rights and obligations are defined in this Terms and Conditions.

2) Data protection and data procession

2.1) Research Data

The ZET.Charge App have been developed during the GreenCharge project (www.greencharge2020.eu) a research project under EUs Horizon 2020 program. The project will support the transition to zero-emission and sustainable mobility. The solutions are being tested in Barcelona, Bremen and Oslo. By agreeing to use the ZET.Charge App, you are giving consent to the project to collect your charging data for research purposes. It is optional to give your consent to data collection and you can withdraw your consent at any time without giving reasons. The user will be asked about consent for processing personal data for research purposes separately.

2.2) Account Data

By using the App, the user agrees to the collection of personal data for the creation of an access account. The following data will be proceeded:

- First Name
- Last Name
- E-Mail-Address
- Vehicle Model
- Battery Capacity
- For Residents only: Charge Point Number
- Password
- Payment information as defined in §2.3

2.3) Payment Data

For using the full service of the ZET.Charge App the user agrees to process payment information. The user will be requested to enter the following payment data:

- Credit Card Number
- Credit Card Expire Date
- CVC

The user agrees to process this data in terms of payments. The user authorizes the ZET GmbH to send instructions to the financial institution that issued the users card to take payments from the user's card account in accordance with the terms of this agreement.

The user agrees to the payment after/before receiving one of the following services:

- Priority Charging (§3.1)
- Charge Point Booking (§3.2)
- Vehicle Charging (§3.3)

The user agrees to the payments after the list of fees (§3.4)

2.4) Charging Data

By using the App, the user agrees to the collection of charging data necessary to provide the service. The following data will be proceeded:

- Plug-in-time (connection of vehicle and charger)
- Plug-out-time (disconnection of vehicle and charger)
- Used energy in kWh

3) Definition of Services and Pricing

3.1) Priority charging

By selecting the priority charging option the user receives the max. available charging energy for the selected time. How much energy is max. available depends und multiply factors consider by the ZET.Charge energy management Algorithm.

For providing the priority charging option the user agrees to pay a fee per charged kWh. The fee can be found in the list of fees in §3.4.

3.2) Booking of charge points

ZET.Charge provides the possibility to pre-book public charge points. By using the ZET.Chagre App the user agrees to pay a fee for booking a charge point. ZET blocks the charge point for the selected time. Users agree to pay a booking fee in the moment they book a charge point. The fee will include a blocking penalty. If the user ends the charging of the vehicle within the booked timeslot the user receives a refund of the blocking penalty. Should the user block the charge point for longer than the booked time the refund minimizes according to the list auf fees §4.3.

3.3) Vehicle Charging

ZET charges the costumer for the used energy in public charge points per kW according to the list of fees §4.3. The user agrees to prepay an estimated price (based on Vehicle model, SoC and selected timeslot) and receives a correction invoice after the charging (based on the used kW according to the charge point meter).

3.4) List of fees

Service	Net price	Gross price
Flexible charging option	free	free
Priority charging option	free	free
Booking of public charge points	-	-
Vehicle Charging (at public charge points)	-	-
Penalty for blocking of public Charge Points	-	-

4) User guidelines (rules, restrictions, requirements)

ZET will provide a user manual to every new registered user. The user agrees to read and follow this user manual.

It is important to provide only true information via the App as all other users are affected by the user's energy demand. The user only undertakes to provide truthful information in the ZET.Charge App. In the event of repeated violations, ZET GmbH reserves the right to block the user and block access to the ZET.Charge App.

The user undertakes to pay according to the list of fees §3.4. In the event of repeated violations, ZET GmbH reserves the right to block the user and block access to the ZET.Charge App.

5) Copyright and intellectual property.

Contact ZET GmbH: team@zet.technology for (commercial) licensing opportunities.

6) Governing law.

The purpose of the data processing, the duration and nature of the processing, the type of personal data to be processed and the categories of registered individuals are specified in §1-4 of this agreement.

The ZET GmbH ensures that personal data are processed in accordance with prevailing statutory requirements for processing personal data, including EU Directive 95/46/EF of 24 October 1995 on the protection of individuals relating to the processing of personal data and on the free movement of such data, which has been implemented in Norway through Act No. 31 of 14 April 2000 relating to the processing of personal data (the Personal Data Act) and associated statutory regulations, as well as the requirements pursuant to decree

of the European Parliament and Council relating to the protection of individuals with regard to the processing of personal data and on the free movement of such data, superseding on 27 April 2016 Directive 95/46/EF (the Data Protection Directive), and Norwegian law and associated statutory regulations adopted pursuant to the Data Protection Directive and replacing the Norwegian Personal Data Act. Both the current and the subsequent Personal Data Act are referred to below as “the Personal Data Act”.

7) Warranty disclaimer.

The ZET.Charge App developed by the ZET GmbH is provided 'as is' without warranty of any kind, either express or implied, including, but not limited to, the implied warranties for a purpose, or the warranty of non-infringement. Without limiting the foregoing, the ZET GmbH makes no warranty that:

- i. ZET.Charge will meet your requirements
- ii. ZET.Charge will be uninterrupted, timely, secure or error-free
- iii. the results that may be obtained from the use of ZET.Charge will be effective, accurate or reliable
- iv. the quality of the ZET.Charge will meet your expectations
- v. any errors in ZET.Charge will be corrected

ZET.Charge:

- i. could include technical or other mistakes, inaccuracies or typographical errors. The ZET GmbH may make changes to the software or documentation available.
- ii. may be out of date, and the ZET GmbH makes no commitment to update such materials.

8) Limitation of liability.

IN NO EVENT SHALL THE ZET GmbH BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE ZET GmbH SPECIFICALLY DISCLAIMS ANY WARRANTIES.