

# **Terms and Conditions Vattenfall InCharge Go as of February 2021**

Products and services related to  
the Vattenfall InCharge charging card



**VATTENFALL**

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**InCharge**

## InCharge

### 1. General

- 1.1. These general terms and conditions apply to the Vattenfall InCharge Go product. With a subscription to Vattenfall InCharge Go, you get access to the charging stations in the Vattenfall InCharge network and additional services enabling you to charge your electric vehicle. The charging stations within the Vattenfall InCharge network can be used with a Vattenfall InCharge identifier.
- 1.2. The agreement has been entered into between the provider Vattenfall InCharge AB (located at Evenemangsgatan 13, 169 92 Stockholm in Sweden with Swedish Chamber of Commerce registration number: 559178-6081), to be called Vattenfall InCharge, and the EV driver.
- 1.3. Definitions in these terms and conditions:
  - 1.3.1. **E-Mobility Service Provider (EMSP):** Provides e-mobility services to the EV driver, including access to the charging station via an identification means. In this agreement, Vattenfall InCharge is the EMSP.
  - 1.3.2. **EV driver:** A natural or legal person who enters into an agreement with Vattenfall InCharge or Vattenfall InCharge Go.
  - 1.3.3. **Means of identification:** A unique number issued by the EMSP, in this case Vattenfall InCharge, is delivered to the EV driver. This number is used for authentication and authorisation at the charging station to perform charging sessions. This can be, for example, a charge card, charge drop, or identification by mobile phone.
  - 1.3.4. **InCharge platform:** The online platform with which Vattenfall InCharge can connect to and manage charging stations.
  - 1.3.5. **Charging station:** An electrical device for charging electric vehicles. A charging station can have one or more charging points to which an electric vehicle is connected.
  - 1.3.6. **Charge point manager (CPO):** Service provider tasked with connecting and managing charging stations via a platform.
  - 1.3.7. **Third party charging station:** A charging station that is not managed by Vattenfall InCharge, but by a different party (third party).
  - 1.3.8. **Charging session:** A session in which an electric car is charged at a charging station. The session is registered as valid when a minimum of 0.2 kWh and maximum of 350 kWh is charged. The session takes at least two minutes.
  - 1.3.9. **My InCharge portal:** An online environment that provides access to statistics and management tools for charging stations and identifiers.
  - 1.3.10. **Agreement:** Your contract (or contract confirmation) in which the services we provide are stated in combination with these general requirements.
  - 1.3.11. **Roaming:** The possibility to use one means of identification for charging at charging stations that are owned and/or managed by various CPOs (charging point operators) with which Vattenfall InCharge has an agreement.
    - 1.3.11.1 Vattenfall InCharge network: The collection of charging stations to which an EV driver with a Vattenfall InCharge identifier has access. These can be charging stations that are part of Vattenfall's own charging network or charging stations of third parties.
    - 1.3.11.2 Vattenfall InCharge app: Vattenfall InCharge mobile application, with which EV drivers, for example, can find and use public charging stations within the InCharge network.

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### 2. Vattenfall InCharge network

- 2.1. The Vattenfall InCharge network consists of accessible charging stations on public and commercial property. These can be charging stations managed by:
  - 2.1.1. Vattenfall InCharge or its subsidiaries
  - 2.1.2. Third parties who identify EV drivers with Vattenfall InCharge and allow access to the charging stations.
- 2.2. Vattenfall InCharge aims to further expand the Vattenfall InCharge network and adapt to technical developments. The EV driver may under no circumstance derive any rights from the scope and nature of the Vattenfall InCharge network.
- 2.3. The charging stations within the Vattenfall InCharge network that are managed by Vattenfall InCharge or a company from the Vattenfall group are regularly updated.
- 2.4. All charging stations within the Vattenfall InCharge network can be found in the Vattenfall InCharge app.
- 2.5. The Vattenfall InCharge app is available via the App Store or Google Play.

### 3. Access to the Vattenfall InCharge network

- 3.1. To access the Vattenfall InCharge network, an identifier from Vattenfall InCharge is required. A Vattenfall InCharge identifier can be requested through the website or through other future Vattenfall InCharge channels.
- 3.2. The agreement consists of the online application form submitted by the EV driver, the contract confirmation from Vattenfall InCharge and the parts included on the application form.
- 3.3. After the conclusion of the agreement or together with the confirmation of the agreement, the EV driver is offered at least one means of identification for use at charging stations within the Vattenfall InCharge network.
- 3.4. A Vattenfall InCharge identifier only provides access to charging stations from the Vattenfall InCharge network as described in chapter 2. Vattenfall InCharge has the right to use (new) means of identification to add functionalities and to phase out identifiers.
- 3.5. The EV driver can view the charging sessions in the My InCharge portal, such as described in chapter 5.
- 3.6. If the agreement has been concluded and the EV driver has received the means of identification, the EV driver may access the charging stations in the Vattenfall InCharge network in accordance with these terms and conditions.
- 3.7. Charging cards, charge drops, and other means of identification including the data stored therein remain the property of Vattenfall InCharge.
- 3.8. Vattenfall InCharge can provide additional charge cards at the request and expense of the EV driver, as well as other means of identification. The costs for this can be found on the website.
- 3.9. The EV driver is obliged to handle the means of identification with care and to prevent use by unauthorised persons.
- 3.10. The EV driver is obliged to immediately inform Vattenfall InCharge in the event of loss, theft, misuse or damage to the identification means.
- 3.11. In the case of a situation as described above, the EV driver must contact us by telephone on 088 363 7991 in order for Vattenfall InCharge to block the identifier as soon as possible. The EV driver is also referred to the website to request a new means of identification online. For replacement of the means of identification, the EV driver shall pay the price set out in the agreed framework contract. This price is specified on the online application form and the website.
- 3.12. For the period until the loss, theft, and misuse of the identification means is reported to Vattenfall InCharge, the EV driver shall remain responsible for any charging session and its costs.

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- 3.13.** This agreement may be terminated in the following cases:
- 3.13.1.** By valid cancellation by one of the parties
  - 3.13.2.** By default of one of the parties
  - 3.13.3.** The cases described in section 3.16
- 3.14.** If the identifier is not used for more than 12 months, Vattenfall InCharge has the right to block it. The EV driver is then informed accordingly in advance.
- 3.15.** On expiry of this agreement, the EV driver is not entitled to continue to use the Vattenfall InCharge identifier. In such a case, the EV driver shall remain liable for all costs incurred.
- 3.16.** Vattenfall InCharge has the right to temporarily block part or all of the EV rider's means of identification. InCharge also has the right to terminate this framework contract in any of the following cases:
- 3.16.1.** Misuse of a means of identification
  - 3.16.2.** Risk of unsafe use of a means of identification
  - 3.16.3.** Risk of the EV rider not fulfilling a major contractual obligation. For example, non-payment of invoices or use of non-certified charging cables

## 4. Charging within the Vattenfall InCharge network

- 4.1.** Each charging session constitutes a partial agreement with the EV driver to which these terms and conditions apply.
- 4.2.** By registering with the means of identification at the charging station and connecting the electric vehicle to the charging cable at the charging station, the EV driver accepts the sub-agreement and the rates for that charging session.
- 4.3.** The sub-agreement ends when the EV driver stops the charging session and the charging station recognises the identifier.
- 4.4.** Vattenfall InCharge will, with the exception of maintenance and other operational requirements, make reasonable efforts to install all charging stations that are part of the InCharge network. This obligation does not apply to third party charging stations.
- 4.5.** The EV driver can find out more about the current availability of charging stations within the Vattenfall InCharge charging network via the Vattenfall InCharge app. For the availability of third-party charging stations, Vattenfall InCharge is dependent on information provided by these third parties. It is not possible for Vattenfall InCharge to guarantee that that information is always up to date.
- 4.6.** Vattenfall InCharge has the right to access charging facilities in the InCharge network at any time and to limit or completely stop their operation, such as in the case of Force Majeure and emergencies. Vattenfall InCharge is not obliged to pay compensation in such cases.
- 4.7.** Charging an electric vehicle depends on a number of factors. These include the (technical) characteristics and the charging status of the electric vehicle, but also the battery capacity of the vehicle and the charging station. Vattenfall InCharge can therefore not give any guarantees on the charging time of an electric vehicle at a Vattenfall InCharge charging station and/or a third party charging station.
- 4.8.** Vattenfall InCharge offers the EV driver assistance via customer service. This includes answering questions about the services offered or associated administration, but also support with charging or solving malfunction problems. In the event of malfunction, customer service is available 24/7 for remote assistance via 088 363 7991. For other questions, employees are available on work days and can be reached by phone or email between 08:00 and 20:00.

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### 5. View charging sessions

- 5.1. The data from the charging session is registered via the charging station, for example location, start and end time, kWh used and data needed for identification.
- 5.2. The EV driver has access to the [My InCharge Portal](#) within this agreement. Here, the EV driver can, among other functions, view the charging history by means of the identifier.
- 5.3. If you enter into an agreement with Vattenfall InCharge, we ask for personal data. This is used to assess the application and the performance of the agreement, but also for analyses, risk management and marketing purposes. In doing so, we adhere to statutory legislation, such as the General Data Protection Regulation (GDPR). If you do not wish to receive this information about our products and services you can let us know. Send an email to [incharge@vandenfall.nl](mailto:incharge@vandenfall.nl). Also view our [privacy statement](#).

### 6. Charging rates & subscription costs

- 6.1. By starting a charging session, the EV driver agrees to the applicable charging session rates. This means that the EV driver is obliged to pay the costs for the charging sessions to Vattenfall InCharge on time. The EV driver can view the charging rates that apply to a charging session and any additional conditions in the Vattenfall InCharge app. All rates include VAT.
- 6.2. Vattenfall InCharge can charge the EV driver one-time or recurring costs as compensation for the services described in these terms. They include, among other things, access to the Vattenfall InCharge network, receipt of an identification means and access to the charging sessions via My InCharge. The total price for purchasing these services is stated on the order form of the identifier and/or its confirmation email.
- 6.3. These possible recurring costs start from the date the means of identification is sent to the EV driver, unless otherwise agreed.
- 6.4. The owner of the identification means pays these costs during the entire term of the agreement.
- 6.5. Each calendar year, Vattenfall InCharge has the right to change the prices of its index products and services in accordance with market standards.

### 7. Payment rules

- 7.1. The monthly costs consist of the costs for the charging sessions made using the identifier, as well as the subscription fee for the identifier, if this was agreed at the time the agreement was entered into.
- 7.2. The costs for the charging sessions are invoiced per month. The payment term is 14 days, and for corporate customers 30 days. At the beginning of the month, the invoice with all charging sessions from the previous month is made available in the My InCharge Portal (monthly bill).
- 7.3. Each monthly invoice consists of an overview of the charging sessions for that month. Vattenfall InCharge also relies on supplied data from charging sessions from third parties where these charging stations are under management. Unfortunately, it can be that these charging sessions are not received on time by Vattenfall. Third party charging sessions may therefore not appear on the monthly invoice for the month in which the sessions took place. These charging sessions will be processed in the next invoice.
- 7.4. If the EV driver charges in different countries during the billing period, he will receive one invoice per country.
- 7.5. If errors are later discovered in the invoice amount or when charging session data from a third party network is corrected, the over- or underpayment by the EV driver will be settled with the next monthly invoice.

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- 7.6.** Vattenfall InCharge has the right to access an invoice that has not been paid (on time) in order to block the charging stations temporarily or permanently.
- 7.7.** For the collection of our invoices, Vattenfall InCharge follows the statutory legislation, such as the law on collection costs (WIK). If the EV driver pays by direct debit and we cannot collect, Vattenfall InCharge will try once more before sending a payment reminder. On receipt of a payment reminder, the amount must be paid within 14 days. For each invoice that is not paid on time after the first reminder, Vattenfall InCharge charges the legally established collection costs at a minimum of € 20. Legal collection measures are then taken, the costs for which are to be borne by the EV driver.

### **8. Length and termination of the agreement**

- 8.1.** This agreement applies for the term that we have agreed with you. The applicable term can be found on the order form/confirmation email. At the end of the contract term, you have a notice period of one month. This also applies if we have not agreed on a contract term.
- 8.2.** Vattenfall InCharge has the right to terminate the agreement without notice immediately if the EV driver violates the contractual obligations. This also applies if the EV driver uses charging facilities in the Vattenfall InCharge network in a manner that may cause damage according to Vattenfall InCharge.

### **9. Tax rules**

- 9.1.** Charging sessions and related services are, from a VAT point of view, regarded as the supply of electricity as referred to in 5b paragraph 3 of the law relating to turnover tax. Related deliveries and/or services may be considered, such as:
  - 9.1.1.** The delivery of a means of identification.
  - 9.1.2.** Access to the My InCharge Portal, including access to the charging history of the charging sessions and the invoice/payment details thereof.
  - 9.1.3.** The Vattenfall InCharge app.
  - 9.1.4.** Customer service through InCharge Go.
- 9.2.** The following applies to private individuals and/or legal entities - non-VAT entrepreneur EV driver: If a charging session takes place in the Netherlands, the charging session is charged with Dutch VAT at a rate of 21%. If a charging session takes place abroad, the charging session is taxed at the VAT rate of that country. The VAT legislation of the relevant country applies and VAT will be charged by Vattenfall InCharge in accordance with the relevant VAT legislation of that country. A separate invoice is issued for each country.
- 9.3.** The following applies to private individuals and/or legal entities - VAT entrepreneur EV driver: If the EV driver is regarded as an entrepreneur within the meaning of Article 7 of the law relating to turnover tax ("VAT entrepreneur") established in the Netherlands and/or a VAT entrepreneur with a permanent establishment in the Netherlands, the charging service is charged with Dutch VAT, regardless of the country in which the charging session took place. Vattenfall InCharge is a VAT entrepreneur not established in the Netherlands and has no permanent establishment for VAT purposes in the Netherlands. Therefore, the VAT obligation to declare and pay Dutch VAT to the Dutch tax authorities on the basis of Article 12(3) of the law relating to turnover tax transfers to the EV driver. Vattenfall InCharge will not charge the EV driver VAT in these circumstances, but will issue an invoice stating "VAT transferred" and the VAT number of the EV driver.
- 9.4.** Invoices: Vattenfall InCharge is obligated to issue an invoice to VAT entrepreneurs and legal entities that are not VAT entrepreneurs. So that

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Vattenfall InCharge can draw up a correct invoice, the EV driver is obliged to provide the following information to Vattenfall InCharge:

- 9.4.1.** VAT number, if applicable
- 9.4.2.** Business address / residential address
- 9.4.1.** Confirmation that the charging sessions were carried out in the context of his own use or own business activities
- 9.5.** Services other than charging services: Services other than charging services covered in this agreement are charged separately and not covered by the VAT treatment of “charging sessions”. These services will be calculated independently for VAT purposes and are assessed in accordance with Dutch VAT legislation. Depending on the VAT qualification under the Dutch VAT legislation of the relevant services, Vattenfall InCharge will decide in accordance with the VAT legislation whether or not to charge VAT for these services.

### 10. Communication

- 10.1.** The EV driver is responsible for ensuring that Vattenfall InCharge has his current and correct data, such as telephone number, correspondence address, and email address.
- 10.2.** Vattenfall InCharge communicates by email, unless otherwise agreed.

### 11. Personal data

- 11.1.** When applying for a service or product, Vattenfall InCharge requests the EV driver to provide Vattenfall with company information. This data will be used within the Vattenfall group to accept the application, execute the agreement and relationship management, as well as for marketing. Vattenfall InCharge may also use this data to provide the charging station owner with information about products and services relevant to him. If the EV driver does not wish to receive information about products and services, he can opt out by calling Vattenfall InCharge by telephone on 088 363 7991 or via email ([incharge@vattenfall.nl](mailto:incharge@vattenfall.nl)).
- 11.2.** The business information of the EV driver may also contain personal data. Vattenfall InCharge treats this personal data with the utmost care and security. When and why Vattenfall InCharge requests personal data and how Vattenfall InCharge uses this personal data can be found at [www.vattenfall.nl/privacy](http://www.vattenfall.nl/privacy). This also contains information about the rights of the charging station owner as a data subject, such as the right to object to processing of his personal data for which Vattenfall InCharge has a legitimate interest and processing for direct marketing, including profiling related to direct marketing.

### 12. Liability

- 12.1.** Vattenfall InCharge is not liable for damage caused by a lack of compatibility of the EV driver's electric vehicle and/or the charging cable with the charging infrastructure.
- 12.2.** Vattenfall InCharge has taken measures to prevent theft of the charging plug and cable, but is not liable for theft and/or any damage caused by theft.
- 12.3.** Vattenfall InCharge is not liable for damage caused by failure to observe the signs and instructions for use on the charging stations.
- 12.4.** Vattenfall InCharge is not liable for the failure of charging stations due to Force Majeure. This includes, for example, interruption or irregularities in the electricity supply, vandalism, or failure in the telecommunications network or means of identification.
- 12.5.** Vattenfall InCharge is not liable for damage caused by use of charging stations belonging to third party charging networks.

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**12.6.** Vattenfall InCharge's liability for indirect damage (including consequential loss, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage from third parties, impairment or loss data, items, materials or software of third parties) is in all cases expressly excluded. In addition, Vattenfall InCharge's liability is limited to direct damage and up to an amount of €1,000,000.

### **13. Transfer**

**13.1.** Vattenfall InCharge may transfer the rights and obligations under this agreement to another company provided we ensure that this company complies with the conditions under the agreement. In this case, the EV driver gives Vattenfall InCharge his prior permission.

### **14. Future changes to these terms and conditions**

**14.1.** Vattenfall InCharge may change the prices and conditions of this agreement. If important changes are made, we shall notify the EV driver in advance.

### **15. Applicable law, place of jurisdiction**

**15.1.** This agreement is governed by Dutch law. The court in Amsterdam is authorised to adjudicate on disputes arising from this agreement.

**15.2.** If you have a complaint, please let us know. We do our best to serve and help you as well as possible. Couldn't find a solution with our employee? In which case, complaints may be submitted to Vattenfall InCharge's management. The [European complaints procedure](#) is also available to you.