

# General Terms and Conditions

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End user

**last mile** ◀●▶ **solutions**<sup>®</sup>

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These General Terms and Conditions apply to the Services that are offered to the customer by Last Mile Solutions. If the Customer activates the Charge Card online, the Customer explicitly agrees with the General Terms and Conditions. The General Terms and Conditions of Last Mile Solutions End User are filed with the Chamber of Commerce under number 24360819.

## 1 Definitions

1.1. General conditions: these general terms and conditions, including any appendices.

1.2. Consumer: the Customer, being a natural person not acting in the exercise of a profession or business, who enters into an Agreement with Last Mile Solutions at a distance to purchase one or more Product (s) and / or Service(s).

1.3. Consumer purchase: the purchase that is concluded between Last Mile Solutions and a Consumer with regard to one or more Products, being a movable property.

1.4. Services: the services offered by Last Mile Solutions via the Website or in any other way to the Customer (including but not limited to Charging services, helpdesk services, clearing services, direct debit, electronic invoicing, electronic communication services including access to consumption and other services as further specified on the website).

1.5. End user: the natural person or legal person who uses the Services of Last Mile Solutions under the conditions as defined in this document.

1.6. Electric Vehicle: a road vehicle that is fully driven by an electric engine, and / or a hybrid vehicle that is partly driven by an electric engine, which vehicle does or does not use electricity that is stored in a battery, which is rechargeable by using a Charge Point.

1.7. Helpdesk: the customer service which can be used in case of questions and / or complaints. The telephone number can be found on the Charge Card or on the Website.

1.8. Customer: the natural person or legal person who enters into this Agreement with Last Mile Solutions to purchase Service(s); a Customer can also be End User if he (also) makes use of the Products and / or Services of Last Mile Solutions himself.

1.9. Buy remotely: the distance contract that is concluded remotely is a Consumer purchase.

1.10. Charge Card: the Charge Card that provides access to the Charge Point, the Last Mile Solutions network and (where possible) the interoperable Partner Network. This charge card can be made available for use on the Partner network.

1.11. Charge Point: a facility at a certain location that can be used to charge the battery of an Electric Vehicle, including Private Charge Points and Public Charge Points.

1.12. Last Mile Solutions: the provider of the Services, being Threeforce BV, located at Zeemansstraat 11, 3016 CN in Rotterdam, the Netherlands and registered with the Chamber of commerce under number 24360819. When these Terms and Conditions refer to Last Mile Solutions, this also refers to Threeforce BV and other trade names.

1.13. Last Mile Solutions charging network: the assembly of all Charge Points that Last Mile Solutions can control (whether or not in consultation with the owner of the Charge Point) for granting access to third parties.

1.14. Network: the Last Mile Solutions Network and Partner Network(s) jointly.

1.15. Agreement: the agreement between Last Mile Solutions and the Customer with regard to the Services of Last Mile Solutions, of which these General Terms and Conditions form an integral part.

1.16. Distance contract: the Agreement whereby, within the framework of a system organized by Last Mile Solutions for the sale or provision of services at a distance, up to and including the conclusion of the agreement only one or more techniques for distance communication, including but not limited to telephony and internet, are used.

1.17. Distance contract for the provision of Services: the Distance Contract for the provision of Services between Last Mile Solutions and a Consumer.

1.18. Partner network: the assembly of all Charge Points outside the network of Last Mile Solutions, where Customers and End Users can charge an Electric Vehicle.

1.19. Private Charge Point: a Charge Point located on private property (whether or not opened by the owner of the relevant Charge Point for use by an authorized group of users).

1.20. Products: the products offered by Last Mile Solutions, including but not limited to EVC Controllers and other hardware, Charge Points and Charge Cards.

1.21. Public Charge Point: a Charge Point that is located in the public space and that does or does not belong to a Partner Network.

1.22. Cooperating parties: third parties with which Last Mile Solutions cooperates closely in the provision of loading services.

1.23. Website: the closed customer site of Last Mile Solutions that can be accessed via the URL [www.evc-net.com](http://www.evc-net.com) or the Website of one of the Collaborating Parties with which Last Mile Solutions cooperates closely. Or any other website used by Last Mile Solutions at any time in the context of the Services including but not limited to [www.lastmilesolutions.com](http://www.lastmilesolutions.com).

## 2 Costs

2.1. If the Customer uses the Last Mile Solutions charging card at the Customer's Private Charge Point, nothing will be charged for this (except for the electricity costs that are reimbursed for guest use at the Customer's Private Charge Point) unless the Charge Point is set for compensation for guest use and / or settlement via the Customer's employer.

2.2. For charging at Charge Points in the Last Mile Solutions network, the costs as indicated on the app (Charge Point app) will be charged.

2.3. Access to and / or charging at Public Charges or at Private Charging Points available to the public is available under the tariffs and conditions announced by the provider. Customer can choose to accept these conditions and activate the Last Mile Solutions Charge Card for these Charge Points.

2.4. If the Last Mile Solutions Charge Card is used to charge in the Partner Network, Last Mile Solutions is depending on the exploitation owner of the Charge Point for the charging data and the

costs calculated for this, depending on the operation.

2.5. Last Mile Solutions is entitled, in compliance with a period of 1 month, to adjust the applicable prices and rates in writing.

2.6. The End User is entitled, if he does not wish to agree to the adjustment of the prices and rates, to terminate the Service by the date on which the adjustment would take effect.

### 3 Payment

3.1. The Last Mile Solutions subscription fee (if applicable) and the costs for it charging in the Network (if applicable) is billed monthly. These costs are debited each month by means of direct debit from the bank account specified by Customer as recorded in the direct debit mandate. The Customer will at all times ensure that the amounts to be paid by direct debit will be collectible via his bank account. If the direct debit cannot be executed successfully, Last Mile Solutions is entitled to claim an amount of EUR 40.00 in collection costs from the Customer in accordance with article 6:96 Dutch Civil Code. In the case of direct debit, the customer has the option of reversing a payment 56 days after collection of the amounts. In addition, the Customer can challenge a collection up to 13 months after the payment date.

3.2. The billing address is the address as made known to Last Mile Solutions by the Customer.

3.3. Last Mile Solutions sends her invoices by email to the email address that the Client has made known to Last Mile Solutions. The End User receives an overview of the charging transactions and the associated costs on the invoice.

3.4. The administration of Last Mile Solutions is binding for the determination of the amounts owed at any time (including charging costs from any loading sessions in the Partner Network), unless it is shown that these data are incorrect.

3.5. Any complaints about an invoice must be reported to Last Mile Solutions within 30 days of the invoice date

3.6. Changes to the bank account number, billing address and / or email address can be changed on the Website with personal details.

### 4 Duration and termination

4.1. The Agreement with regard to the subscription to the Services of Last Mile Solutions is concluded for the duration of 12 months, starting on the date on which the Customer has activated the Last Mile Solutions Charge Card. After this period of 12 months, the Agreement will be tacitly converted to a subscription for an indefinite period. Both the Client and Last Mile Solutions can terminate the Agreement after the first twelve months at any time with due observance of a notice period of 1 month.

4.2. Cancellation as mentioned in article 5.1 can take place by sending an e-mail to e-mail address [support@lastmilesolutions.com](mailto:support@lastmilesolutions.com), stating the Customer name, address, postal code, place of residence or location and the desired date of cancellation.

4.3. Last Mile Solutions can terminate the Agreement immediately:

a. If the direct debit cannot be successfully executed several times; or

b. In the event of bankruptcy, suspension of payment, debt repayment or under curators of the Client. In this case, the Charge Card is immediately blocked.

4.4. Upon termination of the Agreement, the Customer will immediately return the Charge Card(s) made available to him to Last Mile Solutions or one of the Cooperating parties.

## 5 Charging services and the use of Chargepoints

5.1. During the use of the Charge Points, the Customer will comply with all regulations applicable to and in connection with the charging, both the regulations set by Last Mile Solutions and the Charge Points and / or Partner Networks, as well as any applicable legal (safety and other) regulations.

5.2. Last Mile Solutions does not guarantee Charge Point Density and / or accessibility to Charge Points. Furthermore, Last Mile Solutions does not guarantee that the Charge Points will function at all times without interruption and / or failure or that these will be available.

5.3. For Charge Points in a Partner Network, the conditions of the relevant Charge Point operator apply to the use of the Charge Point.

5.4. Last Mile Solutions is entitled at all times to remove one or more Charge Points from the Network without prior notice and / or to no longer provide access to a Partner Network.

## 6 Helpdesk and malfunctions

6.1. The Helpdesk provides emergency services in response to questions and / or complaints from the Customer or the End User with regard to the Products and Services of Last Mile Solutions.

6.2. The Helpdesk is available at the telephone number stated on the Charge Card or Charge Point.

6.3. Last Mile Solutions does not guarantee that the Helpdesk will be available at all times without interruptions and / or malfunctions, nor that certain results will be achieved with the provision of the Helpdesk Services.



6.4. In the event of a failure at a Charge Point or a Charge Card, an End User must immediately contact the telephone numbers listed on the Charge Point or the Charge Card.

6.5. In the event that an End User tries to remedy the fault, Last Mile Solutions is in no way liable for the consequential or future damage.

## 7 Website

7.1. As part of the Agreement, the End User may make use of the Services and / or Products offered through the Website.

7.2. On the website [www.lastmilesolutions.com](http://www.lastmilesolutions.com) general information is provided with regard to the Products and Services offered by Last Mile Solutions. Last Mile Solutions does not guarantee the correctness or completeness of this information. Likewise, Last Mile Solutions does not guarantee that the use of the Website and any Services offered via the Website leads to the correct results or that the information is suitable for specific purposes.

7.3. Print and spelling errors or other similar errors in material made available by Last Mile Solutions, of whatever nature, cannot be invoked against Last Mile Solutions and can in no way create an obligation for Last Mile Solutions.

## 8 Transfer by Customer to third parties

8.1. The customer is not permitted to transfer this Agreement to a third party without prior written permission from Last Mile Solutions.

8.2. The Client is fully liable towards Last Mile Solutions for any actions and / or omissions of the End User(s) to whom the Client grants access to the use of the Products and / or Services as if this act and / or negligence were committed by the Customer himself.

## 9 Liability

9.1. A charging point functions with the aid of the necessary (public or otherwise) communication infrastructure, such as (mobile) internet connections. Last Mile Solutions does not guarantee the uninterrupted or without faults functioning of such infrastructure. Last Mile Solutions is in no way liable for damage resulting from disruptions in communication infrastructure.

9.2. The Customer is liable for damage resulting from the improper or careless use of a Charge Point and all related materials made available, such as Charge Cards and charging cables, and indemnifies Last Mile Solutions from any third-party claims in this respect. The Client also indemnifies Last Mile Solutions against any claim from third parties in connection with conduct or circumstances that are at the expense and / or risk of the Customer.

9.3. Last Mile Solutions is liable for damage suffered by Customer as a result of an attributable shortcoming of Last Mile Solutions in the fulfilment of its contractual obligations towards the Customer below on condition that Customer Last Mile Solutions within ten working days after the day on which he or she fails or has discovered or could reasonably have established wrongfulness, informed thereof in writing, hereby declaring Last Mile Solutions to be legally required in default and offering a reasonable term to comply with.

9.4. The liability referred to in the previous paragraph of this article is (if and insofar as possible with due observance of mandatory provisions regarding liability) limited to compensation of direct damage up to the amount equal to twelve times the monthly owed and compensation paid by the Client for the concerning services

9.5. Last Mile Solutions is not liable for damage that the Customer may suffer as a result of not being (fully) able to charge the Electric Vehicle, or in connection with or as a result of the use or functioning of a Charge Point. Last Mile Solutions is not liable if the Electric Vehicle cannot be charged (or not safely) due to a defect in the Electric Vehicle and / or the tools used such as charging cables.

9.6. Liability of Last Mile Solutions for indirect damage is excluded.

9.7. The limitations mentioned in the previous paragraphs of this article will lapse if and insofar as the damage is the result of intent or gross negligence of Last Mile Solutions.

9.8. Last Mile Solutions is not obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Subcontracting is also understood as force majeure of suppliers and / or third parties engaged by Last Mile Solutions.

## 10 Intellectual Property

10.1. Customer agrees that all rights of intellectual property (including and not limited to copyright, trademark rights, design rights and patent rights) as contained in the Products and / or Services remain the property of Last Mile Solutions and / or its licensors. In the context of the delivery of the Products and / or Services, Last Mile Solutions may use or develop products, materials and methodologies that contain information or data derived from it by the Customer, which then become the property rights of Last Mile Solutions.

10.2. The Customer is not permitted to remove or change any designation concerning the confidential nature or concerning intellectual property rights of the software, equipment, Websites or materials. It is not permitted to circumvent or remove technical protections or usage restrictions in connection with the Services.

10.3. If damage occurs because the End User nevertheless circumvents or removes the technical protections or usage restrictions, this damage will be recovered from the End User.

10.4. The Last Mile Solutions Charge Card and the electronic data processed thereon are the property of Last Mile Solutions.

## 11 Privacy

11.1. In the provision of Products and Services, Last Mile Solutions processes certain data from the Customer or the End User, including personal data. Personal data are data that make it possible to identify a specific person, such as name, address and residence details.

11.2. In addition to personal data, Last Mile Solutions also records the usage data of the End User for the purposes of invoicing during the term of the Agreement.

11.3. When processing personal data, Last Mile Solutions adheres to the applicable regulations, including the Personal Data Protection Act as well as the AVG legislation. Further information about this can be found in the Privacy Policy.

11.4. Last Mile Solutions informs the customer that it can provide personal data to third parties on the basis of the Dutch Personal Data Protection Act within the context of the implementation of this Agreement. Under the aforementioned law, Last Mile Solutions can be obliged to provide personal data of the Customer to third parties if this is necessary on the basis of a statutory provision. For the aforementioned purposes, Last Mile Solutions does not require the consent of the Customer.

11.5. The data about the use within the Partner Network are provided by these parties to Last Mile Solutions in order to invoice the costs of the use to the End User.

11.6. The other Privacy provision can be found in the Privacy Policy.

## 12 Other provisions and applicable law

12.1. Last Mile Solutions is authorized at all times to change the content of the Services. Last Mile Solutions is also authorized to change these General Terms and Conditions.

12.2. Last Mile Solutions is entitled to engage third parties in the performance of the Agreement or to transfer all or part of the rights and obligations under the Agreement to a third party. The Customer hereby gives permission in advance for the transfer of his legal relationship with Last Mile Solutions to a third party.

12.2. If for any reason any provision of these General Terms and Conditions should be invalid or void or should be annulled, the remaining provisions shall remain in force and the parties shall jointly provide for a replacement provision that defines the purpose and purport of the replaced provision as much as possible.

12.4. Dutch law applies to this Agreement and these General Terms and Conditions. Any disputes related to this and / or arising from it will be submitted to the competent court in Amsterdam.

Rotterdam, July 2018

