

Terms of Use of the Elli Charging Service

Version dated: October 2022.

1. Scope of application, conditions of registration

1.1 These terms of use of the Elli Charging Service ('Terms of Use') govern the use of the Elli Charging Service, which allows charging of electric vehicles at public charging points ('Elli Charging Service').

1.2 Any customer who is fully legally competent to validly enter into contracts ('Customer') and domiciled or ordinarily resident or having their place of business in the European Union, Switzerland, the UK or Norway may register and use Elli Charging Services subject to these Terms of Use.

1.3 The contractual partners for the Elli Charging Service shall be Volkswagen Group Charging GmbH, Mollstraße 1, 10178 Berlin, entered in the Commercial Register of the District Court of Charlottenburg, Germany, under No. HRB 208967 B, telephone number: 00800 355 411 11, email: info@elli.eco ('Elli') and Volkswagen Group Charging CZ s.r.o., Ve svahu 482/5, Podolí, 147 00 Praha 4, Czech Republic, entered in the Commercial Register of the Municipal Court of Prague, Czech Republic, under No. 07959184, telephone number: 00800 355 411 11, email: info@elli.eco ('Elli Czechia'); cf. Item 4.3.

1.4 The Elli Charging Service only covers the charging stations displayed in the App ('Connected Charging Infrastructure'). The Elli Charging Service enables the Customer to charge electric vehicles at Connected Charging Infrastructure in the entire territory of use (cf. Item 1.2) via the App, via an RFID card issued by Elli (see Item 4.1 for more details) or via the Plug & Charge Functionality (authentication via the vehicle).

1.5 The latest versions of these Terms of Use can be viewed in the App under "Legal Notice" as well as additionally saved and printed [under this link](#). Previous versions of the Terms of Use can neither be viewed under the link nor in the App. The texts of the contracts concluded by the Customer according to previous Terms of Use will not be stored for access by the Customer.

1.6 Contracts according to these Terms of Use can be concluded in the official language(s) of Customer's domicile or place of ordinary

residence.

2. Amendments to these Terms of Use, plans or prices

2.1 Elli and Elli Czechia reserve the right to amend these Terms of Use and the agreed Plans (cf. Item 3.3) - except prices for which Item 2.2 applies - exclusively with future effect. Elli and Elli Czechia shall inform the Customer of the intended amendments expressly via email. The amendments shall become part of the contract if the Customer has expressly accepted the amended Terms of Use. Should the Customer not accept the amended Terms of Use, the amendments shall not become effective for the Customer. In this case, Elli / Elli Czechia have the right to terminate the contract ordinarily with a notice of one month.

2.2 Elli and Elli Czechia reserve the right to adjust the charging prices shown in the Plan (cf. Item 3.3) - in a way deemed reasonable for the Customer - only to the extent necessary to compensate cost and price increases at Elli's/Elli Czechia's expense (e.g. increase of Elli's/Elli Czechia's purchase prices, increase of taxes or duties affecting the procurement, transfer, distribution, transit, grid usage or consumption of charging current or other charges arising from statutory, legally ordained or official provisions affecting the procurement, transfer, distribution, transit, grid usage or consumption of charging current). Elli and Elli Czechia shall inform the Customer of the intended amendments expressly via email. The amendment becomes effective if the Customer confirms the amendment. In case the customer does not confirm the amendment, they will not become effective for the customer. In this case Elli / Elli Czechia reserves the right to terminate the contract with a termination notice of one month.

3. Registration and requirements; concluding the contract and selecting a plan

3.1 To use the Elli Charging Service, the Customer requires a centralized digital user account ("account"). The account is provided by Elli/Elli Czechia.

3.2 To register for the Elli Charging Service, the Customer must agree to the use of data stored in his account and fill in the additional necessary information. The Customer must ensure that the information is accurate and complete. In particular, as communication with the Customer will include email correspondence, the Customer must have a valid email address and access to the associated email account. Once registered, the Customer will receive an email at the

email address provided for the user account confirming the receipt and details of registration.

3.3 When ordering the Elli Charging Service, the Customer may choose between different charging tariffs ('Plans'). Details of the Plans can be found in the Plan specifications and are displayed during selection.

3.4 Once a Plan has been selected, the Customer must save a valid payment method for processing payments and transactions. Once the payment method has been validated, the Customer may complete the order by confirming acceptance of these Terms of Use.

3.5 The Customer will receive an email at the email address provided for the user account confirming the order and displaying the contract details (including the selected Plan) and containing these Terms of Use ('order confirmation'). The order confirmation is also the automatic confirmation of the receipt of your order. The contract shall take effect when the order confirmation becomes available in the Customer's email account.

4. Scope of service, charging sessions, access to charging infrastructure, service restrictions

4.1 On conclusion of the contract, the Customer is able to carry out charging sessions at Connected Charging Infrastructure located via the App in the coverage area and purchase power. Alternatively, the Customers can authenticate their identity using a card with the radio-frequency identification function ('RFID card') sent by Elli to the Customer by post and use this to carry out charging sessions. Before using the RFID card for the first time, the Customer must activate the RFID card in the App. Following activation, the RFID card is enabled for use at Connected Charging Infrastructure. In some cases, the card is not enabled immediately, and there is a time lag in the duration of up to one week. In addition, the customer can also authenticate their identity via the vehicle using the Plug & Charge functionality if the vehicle supports this function. The installation of the necessary certificate in the vehicle must be carried out via the app of the respective vehicle manufacturer before the charging process begins. The customer can obtain more information on this from the seller of the vehicle or directly from the car manufacturer.

4.2 The charging contract entitles the Customer to conclude Individual Agreements in accordance with Item 4.3 and, following conclusion of the Individual Agreements, to charge with the charge point operator in

the name and for the account of Elli or Elli Czechia (cf. Item 4.3). The Customers cannot charge on their own behalf under the contract and the rates under the related Plan. If the Customer charges on his own behalf and for his own account, Elli or Elli Czechia (cf. Item 4.3) will not reimburse the Customer for amounts the Customer paid for charging on his own behalf as this is not subject to their contractual obligations pursuant to these Terms of Use.

4.3 Individual Agreements regarding the purchase of power (“Individual Agreements”) are concluded according to these Terms of Use at Connected Charging Infrastructure between Elli Czechia and the Customer (in the Czech Republic) and between Elli and the Customer (outside the Czech Republic). Services in the Czech Republic are deemed provided by Elli Czechia. Outside the Czech Republic, the services are deemed provided by Elli.

4.4 An Individual Agreement on the charging session shall enter into force between Elli or Elli Czechia (cf. Item 4.3) and the Customer. On conclusion of the Individual Agreement, the Customer is entitled to purchase power from Elli or Elli Czechia (cf. Item 4.3) at the charge point. While carrying out the Charging session power is supplied to Elli or Elli Czechia by the operator of the Connected Charging Infrastructure immediately before (within a logical second) such power is supplied to the Customer by Elli or Elli Czechia.

4.5 Elli/Elli Czechia shall make every reasonable effort to ensure full availability of the Elli Charging Service and to restore said availability without undue delay in the event of a disruption. Cases of force majeure (military conflicts, natural disaster, industrial disputes, epidemic, pandemic, embargo, terroristic acts, etc.) or necessary maintenance, repairs, updates or other work on the technical equipment belonging to either Elli and Elli Czechia or a third party (particularly the relevant operator’s charging infrastructure) used to provide data, content, information or transmission capacities may nevertheless result in unavoidable, temporary disruptions or reductions in performance (speed) of the Elli Charging Service. In addition, intensive simultaneous use of the Elli Charging Service or the Connected Charging Infrastructure by many participants can lead to reduced performance (speed) of the Elli Charging Service.

4.6 Elli and Elli Czechia are not responsible for the functioning of the charging infrastructure shown in the App . Elli and Elli Czechia cannot ensure availability of or access to specific public charging points (cf. Item 14.4).

5. Mobile data connection

5.1 Using the Elli Charging Service on the App requires a fully working and sufficiently charged mobile device.

5.2 The creation of the mobile data connection via mobile data between the App and the internet is the sole responsibility of the Customer and is not part of the Elli Charging Service. A SIM card with activated data option and a valid mobile telephone contract is required and is the sole responsibility of the Customer.

5.3 Only the terms and conditions agreed between the Customer and the Customer's telecommunications provider in their mobile telephone contract shall apply to use of the SIM card/mobile data connection; this shall apply in particular with respect to incurred connection and roaming charges. The Customer is recommended to choose a mobile telephone plan with a sufficient data allowance and these are not the responsibilities of Elli or Elli Czechia.

5.4 The mobile data connection and its performance (speed) depend on factors that are outside the control and performance obligations of Elli and Elli Czechia. These include, in particular:

- a. adequate mobile reception at the location of the vehicle,
- b. presence of interference, impairment or interruption of the mobile reception caused by tunnels, garages, underpasses or other interfering influences (weather conditions such as thunderstorms, disrupting equipment, buildings, bridges or hills, high usage levels in the mobile network for the cell in question etc.).

5.5 Use of the Elli Charging Service using the RFID card or the Plug & Charge functionality shall remain unaffected.

6. Usage rights

The Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the Elli Charging Service in accordance with these Terms of Use. The Customer is not entitled to provide third parties with access to the Elli Charging Service via the App, the RFID card, or the Plug & Charge functionality. Use is territorially limited to the European Union, Switzerland, the UK and Norway.

7. The Customer's responsibilities

7.1 The Customer shall ensure that Customer's use of the Elli

Charging Service does not culpably violate these Terms of Use.

7.2 When using the Elli Charging Service, the Customer must comply with general statutory regulations, in particular the applicable road traffic laws and regulations, and observe traffic signs.

7.3 The Customer is responsible for ensuring before the start of a charging session that purchasing a charging session via the App is available for the charging station in question. For full functionality of the Elli Charging Service, the Customer must activate the GPS function in the settings menu of their mobile device. The Customer may deactivate the GPS function again at any time or carry out their charging sessions using only the RFID card or the Plug & Charge functionality.

7.4 The Customer is responsible for starting, running and ending the charging session in an orderly manner. The Customer undertakes to use the charging infrastructure with care and for the intended purpose. In particular, the Customer shall observe the conditions for using the individual charging stations.

7.5 In the event of theft or loss of a RFID card, the Customer must deactivate the missing RFID card immediately via the App. All costs for charging sessions incurred prior to deactivation of the RFID card which was culpably delayed shall be borne by the Customer.

7.6 The Customer is aware that parking time at public charging point may be limited by the infrastructure owner's terms and conditions as well as locally applicable road traffic or other regulations. The Customer therefore undertakes to vacate the charging infrastructure mentioned in Item 41 of these Terms of Use and/or associated parking spaces within 30 minutes after completing a charging session; under all circumstances, continuous connection to an AC charging station may not exceed 12 hours and continuous connection to a DC charging station may not exceed four hours. The Customer shall be liable vis-à-vis Elli/Elli Czechia for all costs arising from infringement, if Customer culpably breaches this provision.

7.7 Plans agreed with the customer are not transferable to third parties. The customer is obliged to inform Elli/Elli Czechia in text form of a change of domicile, ordinary residence or place of business abroad at least four weeks before the move. In this case, the customer and Elli/Elli Czechia are entitled to terminate the contract extraordinarily on the date of the move. The customer has the option to start a new charging plan according to the conditions applicable in

the new place of residence, country of habitual residence or place of business.

8. Plans and prices

8.1 Prices are determined by the Plan selected by the Customer in the App. The applicable Plans and prices can be viewed in the App.

8.2 Contract activation is subject to a one-time fee according to the selected tariff. The RFID card is supplied free of charge. In the event that the RFID card is lost or becomes defective by Customer's culpable inappropriate use, Customer may incur costs related to replacement in the amount displayed in the App.

8.3 Before the Customer starts a charging session, the price components for such charging session (e.g. amount per kW/h or per minute) according to the agreed tariff plan are displayed in the App. This also applies if the Customer uses the RFID card or the Plug & Charge functionality. Charging sessions shall be exclusively subject to the price components displayed in the App. Price Indications at Connected Charging Infrastructure may differ from the price components displayed in the App and do not apply to the charging sessions carried out according to these Terms of Use.

8.4 All prices and price components stated and displayed include statutory VAT and are thus final prices. This shall form the basis for a binding final invoice.

8.5 The user can view the charging sessions including the final charging time and volume in the App's charging history once the charging session data has been transmitted by the charge point operator to Elli/Elli Czechia.

Depending on the charge point operator, in exceptional cases the data is not transmitted to Elli/Elli Czechia immediately after the charging process, but within a period of up to 90 days. Such information is the basis for Elli's/Elli Czechia's invoicing.

8.6 Time-limited 'credit' as part of special Plans/promotions is not transferable, cannot be paid out and shall expire at the end of the contract period stated in the Plan, even if not all of it has been used.

8.7 Special discounts may be offered from time to time, to which special conditions might apply according to the offer.

8.8 An additional invoice shall be created for charging sessions which take place during the contract period but are only recorded for invoicing purposes after the contract period has come to an end. The contractual and payment conditions in place in accordance with the relevant agreed Plan shall apply at the time of the charging session.

9. Billing and payment conditions

9.1 All charging sessions that are carried out via the Customer's user account, App, the Plug & Charge functionality or RFID card shall be invoiced to the Customer. The Customer shall receive a total monthly invoice per country each month that complies with country-specific requirements and lists the charging sessions; the Customer's payment method is debited monthly when the invoice is issued. The total invoice also shows any redeemed and charged values of voucher codes stored in the app. The charging sessions are also accessible via the App. In exceptional cases, charging processes that have not yet been recorded in an invoice due to delayed data transmission by the charge point operator will be recorded in one of the subsequent invoices up to 3 months later (cf. Section 8.5).

9.2 Monthly invoicing expressly does not imply any crediting of charging sessions for the Customer.

9.3 Payment of the complete invoice amount is made exclusively using the payment method stored on conclusion of this contract. The monthly costs incurred shall be collected via the stored payment method no later than the fifth working day following issue of the invoice.

9.4 If the Customer falls behind on payment of undisputed invoices, Elli and Elli Czechia are permitted to block the use of the Elli Charging Service four weeks after the lapsing of the reminder and warning of blocking.

10. Contract duration, termination

10.1 The duration of the contract is based on the applicable conditions for the selected Plan.

10.2 For fixed-term contracts, ordinary termination without cause is not permitted; this does not apply to Customers with domicile or ordinary residence in Denmark if the fixed term the contract exceeds six months. Customers with domicile or ordinary residence in Denmark may terminate fixed-term contracts with a runtime

exceeding six months with one month's notice to the end of the month, once five months have passed since the conclusion of the contract. At the end of the agreed term, the contract ends automatically without requiring termination. Contracts without a fixed term may be terminated with a notice period of four weeks to the end of the month.

10.3 The customer is obliged to inform Elli/Elli Czechia in text form of a change of domicile, ordinary residence or place of business abroad at least four weeks before the move (cf. item 7.7). In this case, the customer and Elli/Elli Czechia are entitled to terminate the contract extraordinarily on the date of the move. The customer has the option to start a new charging plan according to the conditions applicable in the new place of residence, country of habitual residence or place of business.

10.4 The right to termination without notice for good cause shall remain unaffected in any case.

10.5 All terminations must be effected in text form by email to support@elli.eco or by post to Volkswagen Group Charging GmbH, Mollstraße 1, 10178 Berlin, Germany or via the termination button in the app.

10.6 The Customer's right and procedure to cancel the contract within 14 days after conclusion is set out in Annex to these Terms of Use.

10.7 When the contract has come to an end, Elli and Elli Czechia will deactivate the Customer's RFID card. The Customer is obliged to dispose of the card in compliance with the applicable national legal provisions in their country. If applicable, Elli and Elli Czechia will also deactivate and delete the certificate required for Plug & Charge in the affected system.

11. Changing and Discontinuation of the Elli Charging Service

11.1 The evolution of internet-based services occasionally requires the further development of the services and their adaptation to new technical conditions or to changes in user behaviour. In this context, Elli and Elli Czechia may change the appearance and structure (look and feel) of the Elli Charging Service as displayed in the App at any time.

11.2 In addition to Item 11.1, Elli and Elli Czechia may adapt the Elli Charging Service as displayed in the App in a manner and to the extent reasonable for Customers, as this is necessary to correct false

information and data or due to a change in significant circumstances beyond the control of Elli / Elli Czechia. The latter applies in particular in the event of changes in applicable laws or jurisdiction, in the event of measures of cyber security or in the event of changes or the discontinuation of technical infrastructure required for the operation the Elli Charging Service.

11.3 In order to provide all Customers with a uniform user experience, Elli and Elli Czechia are entitled to adapt functionalities of the Elli Charging Service as displayed in the App to a degree that is foreseeable, objectively justified, minor and reasonable for Customers, even if the requirements of Item 11.2 are not fulfilled. Elli and Elli Czechia may in particular replace functionalities by other functionalities with comparable functions.

11.4 Elli and Elli Czechia are also entitled to provide the Elli Charging Service via another mobile application with a comparable functional scope than the App provided that the further use of the Elli Charging Service remains possible for Customers by means of another technical solution that is reasonable for the Customer.

11.5 If Elli / Elli Czechia makes changes to the Elli Charging Service as displayed in the App in accordance with these Items 11. 1 to 11.4. Elli / Elli Czechia is entitled to suspend the Elli Charging Service if the Customer fails to download the latest version of the App within a reasonable period of time despite being requested to do so.

12. Customer Care

Customer service can be contacted by email support@elli.eco or over the phone (00800 3554 1111). Customer service is available in the English language and in official languages of Customer's domicile or place of ordinary residence. The only charges incurred for a call to customer service are the calling costs charged by the telecommunications service provider according to the basic tariff.

13. Warranty

13.1 In the event of a defect, Customer is entitled to rectification. If a defect cannot be rectified or if Elli / Elli Czechia fails to rectify the defect within a reasonable period of time, the customer may - in the case of services against payment - (a) demand an adequate reduction in the remuneration or (b) terminate the contract in and - in the case of services against payment - demand a pro rata refund of the remuneration paid. If the Customer is a consumer, this clause 13.1

leaves the statutory warranty rights unaffected and the Customer is entitled to the undiminished statutory warranty rights.

13.2 To assert Customer's warranty rights, Customer can contact the customer service; cf. Item 12.

14. Responsibility of Elli/Elli Czechia, liability

14.1 Unless otherwise provided for in Item 14.2 - 14.5, Elli and Elli Czechia are liable in accordance with the statutory provisions of applicable law.

14.2 Elli and Elli Czechia shall not be liable for any damages or losses incurred as a result of any culpable use of the Elli Charging Service not complying with these Terms of Use. This applies particularly if the vehicle's driver is distracted from the traffic situation while driving as a result of using the Elli Charging Service and this leads to an accident. The vehicle driver is solely responsible for complying with all road safety and related laws at all times.

14.3 Elli and Elli Czechia shall not be responsible for any damage or losses that are incurred as a result of the Customer having selected an unsuitable password, or having not kept the password confidential, or for damage or losses caused by a third party to whom the Customer has granted access to the Elli Charging Service.

14.4 Elli and Elli Czechia are not responsible for the accuracy, completeness, content, correctness, actuality or quality of information displayed in the context of Elli Charging Service and which Elli/Elli Czechia has received from third parties. This applies in particular to information provided on charging stations and their availability.

14.5 The limitations of liability in Items 14.2 - 14.45 do not apply to cases of intent, gross negligence, fraud, injury to life, body or health, for legal product liability, fraudulent concealment of a defect, guarantees and/or for the violation of essential contractual obligations (so-called cardinal obligations) by Elli and Elli Czechia towards the Customer.

14.6 To the extent the statutory provisions provide for direct liability of the legal representatives, employees and/or vicarious agents of Elli and/or Elli Czechia towards the Customer, the limitations of liability according to Item 14.2 - 14.45 apply. For clarification: This Item 14.6 does not limit the liability of Elli and/or Elli Czechia towards the Customer.

15. Place of jurisdiction, applicable law, language

15.1 The exclusive place of jurisdiction for any and all claims arising from and in conjunction with the use of the Elli Charging Service is Wolfsburg, Germany, if the Customer does not use the Elli Charging Service as a consumer.

15.2 For all disputes arising from or in association with, these Terms of Use and the relevant Individual Agreements concluded, only the law of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. If the Customer is a consumer, mandatory consumer protection provisions under the law of the state in which the Customer has his residence or domicile shall remain unaffected by the above provisions of this Section 15.2.

16. Dispute resolution

16.1 The following information on consumer arbitration and online dispute resolution only apply to consumers residing in the European Union and does not affect the statutory dispute resolution regulations that may exist in countries outside the European Union.

16.2 Except for the consumer arbitration dispute resolution for energy supply agreements Elli and Elli Czechia are neither committed nor obliged to participate in dispute resolution before a consumer arbitration board. The authority for consumer arbitration dispute resolution for energy supply agreements concluded in the Czech Republic is the Czech Trade Inspection Authority (www.coi.cz); cf. Item 16.4.

16.3 The European Commission provides a platform for out-of-court online dispute resolution, which can be accessed at www.ec.europa.eu/consumers/odr . On this platform, consumers will find a list of consumer dispute resolution bodies that can assist in the out-of-court settlement of disputes.

16.4 If the Customer is a consumer with a domicile or ordinary residence within the Czech Republic, he has a right to an alternative dispute resolution under the contract with Elli and Elli Czechia in compliance with Section 11(2) of Act No. 391/2015 Z. z., on Alternative Dispute Resolution, as amended Sections 20d et seq. of Act No. 643/1992 Sb., on Consumer Protection, as amended, via the Czech Trade Inspection Authority (www.coi.cz). If the Customer is a consumer, the Customer has right to propose initiation of an

alternative dispute resolution to an alternative dispute resolution entity, if the Customer is not satisfied with the way in which the seller handled his complaint or if the Customer believes that Elli or Elli Czechia has violated his rights and Elli or Elli Czechia has not replied to the Customer's complaint or has not replied to it within 30 days from the date of its dispatch. An alternative dispute resolution of a consumer dispute is initiated upon a motion brought by the Customer. The motion may be filed particularly in writing, verbally with a written record thereof, or electronically by means of an on-line form published on the website of the Czech Trade Inspection Authority, or via a form published on the website of the Czech Consumer Association. The motion may not be filed later than one (1) year from the date on which the Customer exercised the right that is the subject of the dispute against Elli and Elli Czechia for the first time. Before proposing initiation of an alternative dispute resolution, the Customer is required to first attempt to resolve the dispute directly with Elli and Elli Czechia. None of the provisions of this Item 16 exclude Customer's right as a consumer to refer his claim to a court of competent jurisdiction.

----- Annex -----

I. Withdrawal rights

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the date on which the contract was concluded.

To exercise the right of withdrawal, you must inform Volkswagen Group Charging GmbH ('Elli') (Volkswagen Group Charging GmbH, Mollstraße 1, 10178 Berlin; Email: info@elli.eco, 00800 3554 1111) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail) towards Elli. Your notice given to Elli also applies to Elli Czechia. You may use the model withdrawal form enclosed under Item III., but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

II. Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may refuse the refund until the goods have been returned to us or you have provided evidence that you returned the goods, depending on which occurs earlier.

III. Model withdrawal form

To Volkswagen Group Charging GmbH / Volkswagen Group Charging CZ s.r.o.,

Postal address: Volkswagen Group Charging GmbH, Mollstraße 1, 10178 Berlin;

Email: info@elli.eco

Hotline: 00 800 3554 1111Hotline: 00 800 3554 1111

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*)] contract I/we (*) concluded

Ordered on (*)/received on (*)

Name of consumer (s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.