

GENERAL CONDITIONS

USAGE MG CHARGING CARD

As part of its full range offer concerning electric driving the Supplier offers the charging of electric vehicles via a charging card, the VitaeMobility Charging Network Card, and an online application, which enables the Customer to charge his electric vehicle on the Supplier's charging network and on other connected charging networks and to find charging points.

It is agreed what follows :

Article 1 - Object of the agreement:

1.1 Supplier offers Customer, by means of a charging card, the VitaeMobility Charging Network Card - hereinafter referred to as the "Card" -, a subscription which enables the Customer to charge his electric vehicle, both on the Supplier's own network of charging stations, the GreenSpot network, and on other connected charging stations owned by other suppliers.

1.2 An online account gives the Customer access to his subscription details and the cost of the charging sessions carried out. For this account and for the use of the Card, the Customer receives a login and a password.

1.3 The Customer also obtains access for the use of VMGuide.eu with a login and password (at launch of the application).

Article 2 - Duration/Cancellation:

2.1 The Agreement is entered into for a term of one year with effect from the actual activation of the Card.

2.2 After this period, the Agreement will be renewed automatically, by operation of law, subject to notice being given by registered letter at least two months prior to the expiry date.

2.3 Each of the two parties is entitled to terminate the present contract immediately and without notice by registered letter in the event of bankruptcy, cessation of payment, judicial settlement of the other party or any other cause that seriously affects its rights, including non-compliance with article 3 and/or 4.

2.4 In order to safeguard its rights, the Supplier may at least temporarily block the Card, a.o. because of loss, or The Customer may also request the blocking from the Supplier, among other things due to loss.

2.5 The Client-consumer does not have the right of withdrawal because the provision of charging services starts within 14 days after the signing of this contract.

Article 3 - Price :

3.1 Each charge will be charged to the Customer according to actual use (possible costs of the charging station provider plus the charged energy) at the current market prices. The calculation of the charged services is carried out on a monthly basis.

3.2 Administration costs, subscription costs and additional transaction or interconnection costs are included in the monthly rate. These costs are invoiced monthly or annually in advance depending on whether the Customer is a private or professional customer (see Article 4).

3.3 The Card does not constitute an electronic means of payment within the meaning of the Law of 22 March 1993 on the status and supervision of credit institutions.

Article 4 - Means of payment:

4.1 Private Clients undertake to pay the aforementioned price in advance by means of a direct debit order in favour of the Supplier into their account. After receipt of the payment for the use of the Card, it may be (further) used.

4.2 The Supplier will invoice professional customers on a monthly basis. Invoices are payable by direct debit order in favour of the Supplier to their account.

4.3 Any amount that remains unpaid on the due date shall automatically, and without prior notice of default, incur interest of 1% per month from the due date. In addition, the amounts due shall be increased by 10%, ipso jure and without prior notice of default, with a minimum of EUR 100.00, by way of a lump sum compensation clause.

4.4 The Supplier reserves the right to (temporarily) block the loading pass in case of outstanding amounts that have fallen due, until the latter have been paid.

Article 5 - Conditions of use of the Card:

5.1 The Customer shall use the Card as a normal, careful user of such a Card would. The Customer hereby acknowledges having received the Card. However, the Card remains the property of the Supplier. Copying or reproduction of the Card, or any part thereof, is not permitted.

5.2 The risk of the use and of the loss, theft, disclosure of the Card and/or the Pincode is exclusively for the Customer, who will fully indemnify the Supplier in this respect by operation of law. Any loss and/or theft of the Card and/or the Pincode or password must be reported immediately by telephone and confirmed to the Supplier by email or registered letter. In the event of loss or theft of the Card, the Customer shall be liable for all purchases made using the Card concerned until three days after the Supplier has been notified of the theft or loss. For replacement of the Card, the Customer will be charged an administrative fee of €15.00.

5.3 At the end of this agreement, the Card will be deactivated and returned to the Supplier.

Article 6: Liability:

6.1 Any liability of the Supplier, both with regard to direct and indirect damage, is expressly excluded except in the case of intent or gross negligence. The Customer is legally obliged to fully indemnify the Supplier and its employees, appointees and directors in respect of any third party claim for damages against the Supplier and/or its employees and/or appointees and/or directors which is directly and/or indirectly related to and/or resulting from the putting in use of the Card by the Supplier.

6.2 The Customer undertakes to ensure that the driver(s) of the charged vehicle shall strictly comply with all the obligations arising for him (them) from this agreement, and shall - to the extent necessary - stand as jointly, severally and indivisibly liable in this respect.

6.3 The Supplier has a best-efforts obligation to keep his network of recharging points functioning as well as possible without, however, offering any guarantee on the functioning of the recharging points. This certainly applies to recharging points of other connected networks to which the Supplier cannot give any commitment. The same applies to the operation of the online account

Article 7 - Protection of personal data:

The Supplier uses the Customer's personal data, which it registers in a database cf. the Law of 8 December 1992 on the protection of privacy, only for customer management purposes and does not pass them on to third parties except with the consent of the person concerned or legal obligations. The Customer may request this data and, if necessary, request that it be corrected. All information relating to credit card numbers or bank details is only used to process payments of the price referred to in Article 3.

Article 8 - Evidence:

Electronic communication between the Supplier and the Customer has the same binding force as a written document and is accepted by the parties as evidence, with the exception of the communications referred to in Article 2 .

Article 9 - Nullity of a clause/amendment of contract:

9.1 Any nullity of a clause of this contract shall not entail the nullity of the entire contract. This contract replaces any previous contracts concluded between the parties.

9.2 No amendment to any provision of this contract may be invoked unless it is the subject of a written agreement signed by the party to whom it is opposite.

Article 10 - Jurisdiction and court:

The present contract is governed by Belgian law.

The courts of Leuven have exclusive jurisdiction to hear any dispute arising from this agreement.