

## Terms of use

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY BEFORE USING / DOWNLOADING THE "Mobilize Power Solutions" APPLICATION.

By downloading, accessing and/or using this mobile application (the "Application") developed by ROUTE220 Srl – Italy ("ROUTE220") you confirm that you have read, understand and agree to be bound by all of the terms and conditions as set forth in this Terms of Use Agreement ("Agreement"). Mobilize Power Solutions (ELTO HOLDING, a société par actions simplifiée, having its registered office at 13/15 Quai Alphonse le Gallo, 92100 Boulogne-Billancourt, France, registered with the RCS of Nanterre under identification number 881 926 307) Disclosure and Disclaimer and Mobile Application Privacy Statement are subject to and incorporated by reference into this Agreement (collectively, the "Mobile Application Documentation").

ROUTE220 may change the terms of the Agreement at any time and without notice, effective upon the posting of the revised Agreement. Your continued use of the Application shall be considered your acceptance of the revised Agreement. You must have the most current version of the Application to ensure that it is working properly. It is your responsibility to periodically check the Application to determine if you have the most current version of the Application. If you do not agree to this Agreement, please do not download the Application or delete it from your mobile device.

### No Warranties

The Application is provided subject to all of the terms set forth in the Mobile Application Documentation. Mobilize Power Solutions does not warrant that:

its Application will be constantly available, or available at all;  
that the information in this Application is complete, true, accurate, or  
your opt-out choices will be successfully executed in all cases. Mobilize Power Solutions does not warrant that the Application is free of defects or errors.

### Limitations of Liability and Indemnification

THE DOWNLOADING AND/OR USE OF THE APPLICATION IS ENTIRELY AT YOUR OWN RISK AND IN NO EVENT SHALL Mobilize Power Solutions BE LIABLE (WHETHER UNDER THE LAW OF CONTRACTS, TORTS OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES OR LIABILITIES (COLLECTIVELY "DAMAGES") WHATSOEVER ARISING OUT OF OR RELATING TO THIS APPLICATION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD Mobilize Power Solution, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, AND SETTLEMENTS, INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES RESULTING FROM OR ALLEGED TO RESULT FROM YOUR USE OF THIS APPLICATION.

### Unenforceable Provisions

If any provision of this Agreement is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Agreement.

### Ownership of Intellectual Property and Limited License

All intellectual property to this Application, including all Application material, is protected by copyright, trademark, or patent laws, and is owned exclusively by ROUTE220 and Mobilize Power Solutions. Intellectual property, includes, but is not limited to, computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication, and any other content that may be found on or in the Application. All trademarks, service marks and trade names are owned, registered and/or licensed by ROUTE220 and Mobilize Power Solutions.

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ROUTE220 and Mobilize Power Solutions does not grant you any other rights whatsoever in relation to this Application or the material on this Application. All other rights are expressly reserved by ROUTE220 and Mobilize Power Solutions.

### Use and Prohibited Use Restrictions

You may use the Application only for your own personal, non-commercial use. You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute this Application or the material on this Application (in any form or media) without ROUTE220 and Mobilize Power Solutions prior written consent. You agree not to use any automated data collection methods, data mining, robots,

or scraping or any data gathering methods of any kind on this Application.

#### Enforcement of Copyright and Protection of Intellectual Property

If ROUTE220 and Mobilize Power Solutions discovers that you have used its copyrighted or other protected materials in contravention of the terms of the license above, ROUTE220 and Mobilize Power Solutions may bring legal proceedings against you, seeking monetary damages and an injunction against you. You could also be ordered to pay legal fees and costs. If you become aware of any use of ROUTE220 and Mobilize Power Solutions copyright or protected materials that contravenes or may contravene the terms of the license above, immediately report this by email to [legal@ROUTE220.it](mailto:legal@ROUTE220.it)

#### Disclosure and Disclaimer.

This mobile application ("Application") will provide you with an easy method for locating nearby charging points for EV and for being validated to initiate a charging session and, if required by the EVSE's owner, to pay for it. When you use the Application, the Application will show the stations available according to the database owned and managed by ROUTE220 and Mobilize Power Solutions. The database is composed by EVSE info either collected from third parties as per bilateral agreements, or by ROUTE220 and Mobilize Power Solutions's scouting activity for publicly available info. ROUTE220 and Mobilize Power Solution are doing its best effort to keep true end reliable technical information and exact location of the EVSE. However, it is responsibility of the EVSE owner to update and to notify any information or changes, to ensure correct maintenance and accessibility of EVSE, or to comply with the safety rules and specs about the listed EVSE, not of ROUTE220 and Mobilize Power Solutions. Any damage consequent to the use of a listed EVSE will be settled between the EVSE owner or provider and the users, ROUTE220 and Mobilize Power Solutions are excluded by any liability action.

The Application provided by ROUTE220 (ROUTE220 Srl, Italy) and Mobilize Power Solutions is provided "as is" without warranty of any kind. ROUTE220 and Mobilize Power Solutions expressly disclaims any warranty, regarding the Application including any implied warranty of merchantability, fitness for a particular purpose, or for failure of performance. ROUTE220 and Mobilize Power Solutions does not warrant that the Application will be free from defects or errors. You agree that downloading and use of the Application is at your own risk and that ROUTE220 and Mobilize Power Solutions is not responsible for any damages or losses whatsoever resulting from your downloading or use of, or your reliance upon, the Application. By downloading the Application you expressly agree to hold ROUTE220 and Mobilize Power Solutions harmless from any loss, harm, injury, or damage whatsoever resulting from or arising out of your use of the Application. This Disclosure and Disclaimer is subject to the Mobile Terms of Use Agreement.

#### Mobile Application Privacy Statement

ROUTE220 Srl owns this mobile application named Mobilize Power Solutions (the "Application"). This Mobile Application Privacy Statement ("Privacy Statement") discloses Mobilize Power Solution's privacy practices concerning the Application. The Privacy Statement is subject to and incorporated into the Mobile Terms of Use Agreements.

Mobilize Power Solutions desires to provide consumers an easy method for locating nearby charging points for EV. When you use the Application the Application will show the stations available according to the database owned and managed by Mobilize Power Solutions. In order to help you locate the available EVSE, we need to collect the information described in the section entitled Data Collected by Us.

#### Fees for Charging Services

The App Mobilize Power Solutions enables, if required, the collection of fees related to charging services, according to applicable metrics and economic terms, as described in the EVSE's detailed section in the App itself. The applicable fee could include metrics based on, but not limited to; start activation, number of sessions, energy, time of charging, time of parking, time of occupancy, reservation. The metrics can be determined by application of fixed fees, fees by range of time, fees by range of energy, fees by event (reservation, start, stop charging, stop session) and include economic terms (price per metric) defined by price per event, price per quantity, price per segment, price per range, price per specific time of the day or day of the week. The economic fees can vary according to location, availability or dynamic real-time instructions -input by the EVSE owner.

The collected fees are not linked to the economic roaming agreements between Mobilize Power Solutions and its roaming partners who are granting interoperability service to Mobilize Power Solution and its Apps. Changes in prices and metrics by the roaming partner does not imply a change in prices and metrics by Mobilize Power Solution who will act independently in setting its own charging service fees.

In the event of metrics defined by “status” (ie. reservation, start, range of energy power, stop of energy flow, stop of charging session) of a third parties’ EVSE, Mobilize Power Solution is acting as a EMS provider, collecting those data from the EVSE’ owner (roaming partner) and applying them to calculate the total charging fee. Mobilize Power Solution is not responsible for any errors due to wrong data passed on by the EVSE owner to Mobilize Power Solution. In the event the Mobilize Power Solution final user believes that session data are incorrect, after receiving detailed documentation, Mobilize Power Solution shall act a facilitator between the App users and the EVSE owner to enquiry about the session fee. After the decision by the EVSE owner Mobilize Power Solution shall modify its charging service fees accordingly. Mobilize Power Solution is not obliged to modify its charging session fees without the recognition of the wrong session data by the EVSE owner and shall not in any way be held responsible for that it.

The complete list of charging sessions, including economic data, is available in the App User Profile session. Requests for clarification, details or rectification must be sent via email to the contact address, within 30 days from the date of the session.

#### Financial transactions – payment methods

The payment of charging sessions as determined above can be performed according to the following methods:

through direct activation systems without registration, as required by European regulations. The activation of this mode takes place through QR or NFC systems and the related rates are listed on the information and payment data entry pages.

via credit mode, without in-App direct debit, according to the modalities defined by Mobilize Power Solution or by partners.

through the use of a prepaid credit. This credit is calculated in a virtual unit called “ladybug”. The value of each individual “ladybug”, or single credit unit, is equal to 1 Euro/cent. The “ladybugs” do not have an expiration date and can be credited free of charge in case of membership in promotions of Mobilize Power Solution or its partners. The accreditation of “ladybugs” can take place directly automatically, that is through the insertion of codes within the App

Prepaid credit payment can be made through the methods available in the App (credit cards, Paypal or other electronic payment instruments).

through payment for each session, with direct debit to the payment system available in the App (credit cards, Paypal or other electronic payment instruments) defined by the user.

#### Automatic credit replenishment

If, as a result of a charging session activated using prepaid credit, the user account balance is negative, the user authorizes in advance the debiting of an amount that brings the balance of the prepaid account to a minimum of 2,000 ladybugs, or 20€. The user can disable this function through the app; in this case the automatic debit will bring the account balance automatically to 0 ladybugs or 0€.

#### Charging activation via KeyFob (RFID)

The KeyFob Mobilize Power Solution for the activation of a charging session is linked to a user profile to which must be associated with a valid payment method and activated the function of “Automatic credit reinstatement”. This does not apply to “Corporate” or end-of-month direct debit profiles.

If the credit card or prepaid card or the authorised electronic payment method or the additional electronic payment form, if permitted, registered by the Customer refuses a charge, Mobilize Power Solution will proceed to make further attempts to charge and, In the event of failure to debit or debit refused, Mobilize Power Solution will communicate the non-payment to the Customer. Mobilize Power Solution reserves the right to suspend the Customer from the Service until any debts have been settled and/or in case of a negative result of the verification referred to in the previous paragraph. In the event of non-payment, late payment or partial payment, interest on late payment will be charged to the Customer pursuant to Legislative Decree 231/2002, as well as relative penalties.

## Right of withdrawal – cancellation

The right of withdrawal (cancellation of the purchase and refund) by the user can be exercised within 14 days, starting from the day of the conclusion of the contract. The right of withdrawal of the user who has had access to the provision even partial of one of the services or 14 days after the conclusion of the contract. To exercise this right, the user must send a request to Mobilize Power Solution to the addresses below.

## Promo Codes

The App allows you to access promotions to take advantage of discounts or other offers. Coupons that offer charging services accessible through the App are expressed only in charging credits (Ladybugs). They can be activated following the instructions indicated accordingly in the App.

## KeyFob (RFID)

You have the right to purchase an RFID card through the appropriate section on the App (KeyFob). The economic conditions for the purchase of the KeyFob are indicated in the section of the App dedicated to this purchase. The card will be sent to the shipping address indicated during the purchase. The RFID card, to be activated, must be associated with the Account via the App. The RFID card allows you to start and stop charging the vehicle through Private Charging Stations and / or Public Charging Stations, in accordance with the rates of the chosen station. It is your responsibility to check the App for any notifications relating to credit management, payments or charging sessions.

It is possible to download a digital card to be used directly through the App in the same way as for the RFID card, on smartphones enabled and updated to the operating system and version of the correct App.

## Data Collected by Us.

The Application collects the following information from your mobile device:

personal data required to correctly identify the user and to comply with the fiscal and national laws. It is responsibility of the App user to provide all correct information, including mobile phone number and valid email address, to allow the necessary notifications related to the service of charging services. Incorrect, false or missing data are causes for interruption of services;

Technical data about the device used to access and use the Application;

Date, time, energy, EVSE used and any other service data necessary to correctly determine and debit charging service fees.

These data are stored in our database and can be shared with EVSE owners, roaming connected operators, EMS providers or interoperability hubs, for the needs of validating and communicating with users, grant EVSE access and collecting fees.

Other data from the App could be collected by third parties SDKs regarding:

Location of the user in order provide information about EVSE in the nearby;

Location of the user while traveling to allow real time navigation instructions;

Location of the user to allow proximity services, including deep links to third party's app.

None of those data are stored or logged in ROUTE220 servers and ROUTE220 and Mobilize Power Solution is able to access, modify or exploit any data logs.

All data that are used to perform the payment function of the charging sessions are not managed by Mobilize

Power Solution directly and are not stored in any way or form on its servers. Mobilize Power Solution shall not be held responsible for any damage due to data breach or mismanagement of such data by its payment provider.

#### Sharing Your Information.

ROUTE220 and Mobilize Power Solution do not rent, sell or share the information you have allowed us to collect with third parties without your permission. We may share your information without your permission:

pursuant to judicial or other government subpoenas, warrants, or orders or otherwise to comply with law; where Mobilize Power Solution believes the rights, property or an individual's safety or security is at risk; if Mobilize Power Solution finds that your actions violate our Terms of Use Agreement; where otherwise required by fiscal compliance or by

#### Retention of Information.

Subject to the disclosures in this Privacy Statement and applicable law, we will retain your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

#### Our Commitment to Security.

ROUTE220 and Mobilize Power Solution have appropriate physical, administrative and technical safeguards procedures in place, which are designed to protect and safeguard your data. Of course, although ROUTE220 and Mobilize Power Solution use standard industry practices to protect and safeguard your data, we cannot guarantee that your communications with the Application, Mobilize Power Solution your data will never be unlawfully intercepted, or that your data will never be unlawfully accessed by unauthorized third parties.

#### Accepted behavior on social platforms, public media, mail or phone communication.

Mobilize Power Solution reserves the right to discontinue any service, cancel account and blacklist users who are misusing public media in a way to publish false information, discredit to the company's image and reputation or use any impolite and discriminatory remarks towards its employees and partners, as a way to blackmail or put inappropriate pressure to solve commercial or service issues, promote competitors, or to get undue benefits. Mobilize Power Solution has approved and published on its web site an Ethic Code that will be used as a benchmark to decide on such cases. Any account that will be terminated for the mentioned causes will be reimbursed of existing credit and the owner will be defined as "persona non grata", consequently no further accounts or services shall be allowed-performed in her/his favor.

#### Changes to the Privacy Statement.

Mobilize Power Solution reserves the right to modify the Privacy Statement as business needs require. If we decide to change the Privacy Statement, we will post the new version here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone.

#### Governing Law and Dispute Resolution

This Agreement shall be governed by and shall be construed in accordance with the laws of Italy, Tribunal of Milano, excluding its choice of law rules. All disputes relating to this Agreement shall be settled in the courts located in Milano, Italy. The parties submit to personal jurisdiction within the Tribunal of Milano, Italy.

Contact Information

Mobilize Power Solutions (ELTO HOLDING) may be contacted

via our website <https://elto-electric-together.com/form/>