

RANDRIDGE SMART EV T/A RANDRIDGE TECHNOLOGIES GENERAL TERMS AND CONDITIONS FOR THE CHARGING SERVICE

1.1) Definitions Section

“Application Data Protection Law” means

- (a) the Irish Data Protection Acts 1988 to 2018;
- (b) the EU Data Protection Directive 95/46/EC
- (c) the EU ePrivacy Directive 2002/58/EC (as amended) (the **“ePrivacy Directive”**);
- (d) the General Data Protection Regulation (Regulation (EU) 2016/679 (the **“GDPR”**); and
- (e) any successor or replacement to the laws set out above (including, when they come into force, and the successor to the ePrivacy Directive)

“Balancing Power” refers to the change of the charging speed or the interruption of the charging of the Chargeable Vehicle or the feeding of the energy stored in the battery of the Chargeable Vehicle into the grid. The party in charge of the electricity system i.e. the main grid operator in Ireland EIRGRID TLC is under an obligation to make preparations for sudden imbalances in the electricity system. In case of disruption, the main grid operator must quickly either increase production of electricity from other resources or reduce consumption. The Charging Points may be automatically issued with a command to decrease charging power in case of disruption. The charging interruption usually only lasts a short period of time.

“Chargeable Vehicle” refers to an electric vehicle as defined in Directive 2014/94/EU of the European Parliament and of the EU Council of 22 October 2014 on the deployment of alternative fuels infrastructure.

“Chargeable Vehicle User” is a party that has concluded an agreement on Charging Services between the Charging Service Vendor and/or a Charging Point Holder. The Chargeable Vehicle User can be a natural person or legal person such as a limited company or designated activity company, a general partnership, a partnership or a sole trader. Below, the term “consumer” is also used when referring to a natural person.

“Charging Point Holder” is a charging business operator that owns and/or operates Charging Points. The Charging Point Holder determines the pricing for the use of a Charging Point at its sole discretion and offers the

Charging Point to be included within the scope of joint use.

“Charging Service” refers to a service compliant with these Terms and Conditions and offered to the Chargeable Vehicle User on the basis of which the Chargeable Vehicle User may use Charging Points and access related services.

“Charging Service Agreement” refers to the within terms and conditions.

“Charging Service Vendor” is a charging business operator that offers the Charging Service to Chargeable Vehicle Users. The Charging Service Vendor also determines the pricing of the Charging Service at each particular point in time at its sole discretion. In these General Terms and Conditions, the Charging Service Vendor means Randridge Smart EV t/a Randridge Technologies.

“Charging Points” refer to those slow and quick charging points that make it possible to feed electricity directly to a Chargeable Vehicle with a maximum power of 22kW (a slow charging point) or with power of more than 22kW (a quick charging point).

“Charging Station” refers to an entity of one or more Charging Points where a Chargeable Vehicle can be charged.

“Contractual Parties” refers to the Charging Service Vendor and the Chargeable Vehicle User together.

“RFID Charge Card” refers to a card delivered to the Chargeable Vehicle User, enabling the identification of the Chargeable Vehicle User at a Charging Station and / or Charging Point.

1.2 The headings in these Terms and Conditions are for your convenience and guidance only and shall not affect the interpretation or construction of these Terms and Conditions.

1.3 Unless the context otherwise requires, words denoting the singular include the plural and words denoting the masculine include the feminine and vice versa.

1.4 Any reference to a statutory provision includes all re-enactments and amendments of it; and the provisions of any regulations, orders or other delegated legislation made under it.

1.5) These General Terms and Conditions pertaining to the delivery of the Charging Service apply to the Charging Service sales between the Charging Service Vendor and the Chargeable Vehicle User. These General Terms and Conditions are part of the Charging Service Agreement between the Charging Service Vendor and the Chargeable Vehicle User, with which the Chargeable Vehicle User purchases the

right to charge energy from the Chargeable Service Vendor at a public or other Charging Station and / or intended for joint use. These Terms and Conditions do not apply to the sale or delivery of electricity.

2. Concluding the charging service agreement

- 2.1) The charging service agreement is concluded between Contractual Parties either until further notice or for a fixed period.
- 2.2) The charging service agreement is concluded in electronic format via Randridge Technologies online service at www.register.randridgetechnologies.ie Upon the conclusion of the Charging Service Agreement, the Chargeable Vehicle User shall sign up as a user of the Charging Service and in so doing commits to adhering to the Charging Service Agreement.

2.3) After the conclusion of the Charging Service Agreement, the consumer shall be sent a confirmation notification either by post or electronically via email stating the following: 1) the name and address of the Charging Service Vendor as well as the Charging Service Vendor's location if this is not expressed in the address; 2) the main features of the Charging Service; 3) the price, handling charges and payment terms for the Charging Service; 4) other terms and conditions applicable to the Charging Service Agreement; 5) information and instructions for exercising the cancellation rights; 6) the fact that the Charging Service Agreement cannot be cancelled after the execution of the service has been started; 7) the address and contact details to which the consumer can submit any complaints; 8) information about the guarantee and the available repair and maintenance services; 9) terms and conditions for terminating the Charging Service Agreement where the agreement is valid until further notice or for a period exceeding one (1) year

- 2.4) Under S.I No.484/2013 – European Union (Consumer Information, Cancellation and other Rights) Regulations 2013 as amended or any other legislation the consumer shall have the right to cancel the Charging Service Agreement by informing the Charging Service Vendor of the cancellation within fourteen (14) days of the receipt of the confirmation notification. To exercise the right to cancel, please contact the Charging Service Vendor at www.randridgetechnologies.ie within the 14 day period. Notwithstanding the above, the consumer shall not have the right to cancel the Charging Service Agreement if the delivery of the Charging Service and the charging of the Chargeable Vehicle has commenced before the end of the cancellation period.

3. Rights and Obligations of the Contractual Parties in the delivery of the Charging Service

- 3.1) The Charging Service Vendor shall require that the electrical equipment

and installations of the Chargeable Vehicle meet the requirements set out in the legislation, official regulations and the Charging Service Agreement as well as other technical requirements required for the delivery and use of the Charging Service. The requirements can be found in the online service of the Charging Service Vendor as well as at Charging Points. The Charging Service Vendor shall not be responsible for any aspects related to the delivery or non-delivery of the Charging Service if this results from the Chargeable Vehicle not meeting the requirements referred to above.

- 3.2) The use of a Charging Station and/or Charging Point requires that the Chargeable Vehicle User identifies himself either with an RFID Charge Card or other technical devices or means (such as a mobile application or an SMS) provided by the Charging Service Vendor. The identification must be carried out before the charging of the Chargeable Vehicle.

The Charging Service Vendor shall deliver the RFID Charge Card by post to the Chargeable Vehicle User to the address that the User has indicated in connection with the conclusion of the Charging Service Agreement. The Chargeable Vehicle User shall be responsible for storing the RFID Charge Card carefully and see to it that the Card does not fall into unauthorized hands. The Chargeable Vehicle User shall be responsible for all actions that have been executed with the RFID Charge Card within the limits of the access rights during the validity of the card. The above also applies to the actions executed with other Chargeable Vehicle User's credentials required for the use of the Charging Service. The Chargeable Vehicle User must immediately inform the Charging Service Vendor of the loss/theft of the RFID Charge Card, after which the card is voided by the Charging Service Vendor immediately and without further notice. The voiding of the RFID Charge Card is communicated to the Chargeable Vehicle User separately. In case the RFID Charge Card is lost/stolen, the Chargeable Vehicle User receives a new RFID Charge Card, which may be subject to a separate charge.

- 3.3) When charging a vehicle, the Chargeable Vehicle User must see to it that the usage instructions of the Charging Station and/or Charging Points are adhered to carefully. The Chargeable Vehicle User shall be liable for all damage caused to the Charging Service Vendor due to a Charge Point being damaged and/or broken if the Chargeable Vehicle User has not adhered to instructions provided and/or the damage has been caused by the negligence of the Chargeable Vehicle User. The Chargeable Vehicle User must immediately notify the Charging Point Holder of any defect or problem he detects at a Charging Station and/or a Charging Point according to the instructions at the Charging Station and/or the Charging Point or other material delivered to the Chargeable Vehicle User.

- 3.4) The Charging Service Vendor shall not be responsible for any potential disruptions, delays or errors in the Chargeable Vehicle Charging Service, the smoothness of use, the non-functionality of any RFID Charge Card or other technical means of identification or other damage caused by issues relating to the use or functionality of the Charging Service. In addition the Charging Service Vendor shall not be responsible for any potential disruptions, delays or errors in the operations for an external service provider, the smoothness of use or other damage caused by issues related to the use or functionality of the Charging Service. If one of the Contractual Parties is a consumer, the regulations set out in the Irish Consumer Protection Act 2007 shall be adhered to, as applicable, with regard to the delivery of the Charging Service and the consequences of a delay.
- 3.5) In order to prevent damage or if damage is threatened or has already occurred the Contractual Parties shall take all damage prevention or limitation measures that can be reasonably demanded and required of the Contractual Parties.

4.) Service Price List, Invoicing, Interest for Late Payment and Charging Service Interruption

4.1) Service Price List, Invoicing and Interest

4.1.1) For the use of the Charging Service, the Chargeable Vehicle User shall be charged fees that have otherwise been communicated to the Chargeable Vehicle User. The service fees valid at each particular point in time have been set out and defined in more detail at Randridge Smart EV t/a Randridge Technologies website at www.register.randridgetechnologies.ie and/or in the map service offered by Randridge Smart EV t/a Randridge Technologies at maps.randridgetechnologies.ie

4.1.2) The use of the Charging Service shall be paid for on a pre-paid basis so that the Chargeable Vehicle User transfers the desired amount of money to his customer account to be used for the Charging Service. After each charging transaction, the amount corresponding to the transaction is charged from the customer account. The Charging Service Vendor shall deliver a monthly receipt for the use of the Charging Service, including each charging transaction executed during the month in question. The Charging Vehicle User must see to it that his customer account has sufficient balance for the charging transaction. The Chargeable Vehicle User may transfer money to his customer account at any time. The Chargeable Vehicle User may also enable automatic debits, in which case the Chargeable Vehicle User's payment card will be automatically charged for a certain amount when the balance of the customer account falls under a certain limit as indicated by the Charging Service Vendor at that particular moment. The payment service is provided by a partner of the Charging Service Vendor at the

sole discretion of the Charging Service Vendor.

4.1.3) If the customer account of the Chargeable Vehicle User is overdrawn, the Charging Service Vendor shall be entitled to charge reasonable expenses and costs incurred to it by the overdraft as well as interest for late payment for the overdraft amount pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2002 to include but not limited to Regulations 4 & 9 thereof. The interest for late payment shall be charged starting from the date of the overdraft.

4.1.4) The Charging Service Vendor shall be entitled to collect a minimum charge of EUR 1 per month to cover costs relating to the customer relationship maintenance. If the value of the charging transactions for the month in question exceeds the amount of EUR 1, the minimum charge will not be collected.

4.1.2) All monies paid into customer account for charging services will expire after two (2) years of inactivity on the account.

4.2) Charging Service Interruption

4.2.1) The Charging Service Vendor shall be entitled to include service related to the use of Balancing Power within the scope of this Charging Service Agreement. The party in charge of the electricity system i.e.the main grid operator, EIRGRID TLC is under an obligation to make preparations for any sudden imbalances in the electricity system. In case of disruption, the main grid operator must quickly either increase production of electricity from other resources or reduce consumption. The Charging Points may be automatically issued with a command to decrease charging power in case of disruption. The charging interruption usually lasts only a short period of time. The Terms and Conditions of this clause 4.2.1 shall enter into force on the conclusion of the agreement on Charging Services between the Charging Service Vendor and/or a Charging Point Holder.

4.2.2) The Charging Service Vendor shall be entitled, if necessary, to amend the within Terms and Conditions according to clause 5.1.

4.2.3) The Charging Service Vendor shall be entitled to interrupt the provision of the Charging Service temporarily for the duration of necessary maintenance and update actions. Furthermore, the Charging Service may be interrupted in order to ensure power system and electricity balance management, quality of electricity supply or other similar contingencies.

4.2.4) The Charging Service Vendor shall be entitled to refuse to provide the service and to immediately interrupt the service delivered to the Chargeable Vehicle User if official regulations or court orders so require or if it is suspected that the Charging Service is used without permission, against the Terms and Conditions of the Charging Service Agreement or otherwise unlawfully or inappropriately considering the purpose of the Charging Service.

4.2.5) The Charging Service Vendor shall inform, in advance if possible, the Chargeable Vehicle User electronically or in another manner considered suitable by the Charging Service Vendor of the reason for the Charging Service interruption and the time of the service delivery interruption.

4.2.6) If the delivery of the Charging Service is interrupted due to a reason caused by the Chargeable Vehicle User, the Chargeable Vehicle User shall not be released from payment or other obligations to the Charging Service Vendor. In addition, the Charging Service Vendor shall be entitled to charge a reasonable fee for sending a written or electronic interruption notification, plus potential handling charges, to the Chargeable Vehicle User.

5.) Changing Terms and Conditions or Prices, Transfer and Termination of Agreement.

5.1) The Contractual Parties may jointly agree on any amendments to the Charging Service Agreement. The Charging Service Vendor also reserves the right to amend the Terms and Conditions of the Charging Service Agreement by notifying the Chargeable Vehicle User of this electronically or in another written manner considered suitable by the Charging Service Vendor, provided that the notification is made at least three (3) weeks in advance and the proposed amendment(s) to the Charging Service Agreement is reasonable considering the price and other influencing factors.

5.2) The Chargeable Vehicle User may not transfer the Charging Service Agreement to any third party. The Charging Service Vendor shall be entitled to transfer the charging service agreement to another charging service vendor. The Terms and Conditions of the charging service agreement may not be changed in connection with any such Transfer. The Chargeable Vehicle User shall be informed of the transfer to the new Charging Service provider as soon as reasonably practicable following any such Transfer.

5.3) A fixed-term Charging Service Agreement terminates at the end of the term or on dissolution whichever is the earlier.

5.4) A Charging Service Agreement that is valid until further notice terminates due to being terminated or being dissolved. Each Contractual Party may terminate the Charging Service Agreement on giving a minimum notice of termination period of two (2) weeks, unless otherwise agreed between the Contractual Parties.

5.5) The Charging Service Vendor shall be entitled to terminate the Charging Service Agreement if the Chargeable Vehicle User has materially violated his obligations as set out in the Charging Service Agreement or if the Charging Service has been interrupted as described above in clause 4.2.3 due to the Chargeable Vehicle User's actions or negligence or if it is suspected that the Charging Service is used without permission, against the Terms and Conditions of the Charging Service Agreement or inappropriately considering the purpose of the Charging Service. The Chargeable Vehicle User shall be entitled to terminate the Charging Service Agreement if the Charging Service has remained interrupted for more than one (1)

day (24 hours) unless the delay is due to force majeure events, defined as any event beyond the control of the Charging Service Vendor including, but not limited to, an act of God, insurrection or civil disorder war or military operation, national or local emergency, a serious and sustained power outage or severe internet service disruption, flood, subsidence, or weather conditions of exceptional severity;

5.6) The Charging Service Vendor retains the right to amend, modify or substitute these Terms and Conditions at any time and we will notify the Chargeable Vehicle User in writing 30 days in advance of doing so. Any such modification, amendment or substitution shall also be posted on our website at www.randridgetechnologies.ie. The Chargeable Vehicle User has the right to withdraw from this Agreement without penalty if he does not accept the modification amendment or substitution. If the Chargeable Vehicle User does not object to the modification amendment or substitution by giving notice to us within 30 days, the new Terms and Conditions shall then become applicable with immediate effect.

6. Limitation of Liability

6.1) Matters beyond the control of the Charging Service Vendor may affect the quality or availability of the Charging Service, such as power outages and fluctuations in the internet. The Charging Service Vendor shall not be liable for any delay or failure to provide the Charging Service or any interruption or degradation in the Charging Service or any loss of data that is caused by any of the following:

- (i) Any act or omission of an underlying carrier, service provider, vendor or other third party, or equipment, network or facility failure on the part of Eirgrid TLC or other service provider;
- (ii) Equipment, network or facility upgrades or shortages, modification, repair or relocation on the part of Eirgrid TLC or other service provider;
- (iii) Force majeure events, defined as any event beyond the control of the Charging Service Vendor including, but not limited to, an act of God, insurrection or civil disorder war or military operation, national or local emergency, a serious and sustained power outage or severe internet service disruption, flood, subsidence, or weather conditions of exceptional severity;
- (iv) Any impediment to usage of the Charging Service caused by any third party;
- (v) Any act or omission by you or any person using the Charging Service or equipment provided to the Chargeable Vehicle User;
- (vi) A failure of or defect in any Device;
Or
- (vii) Any other cause that is beyond the control of the Chargeable Service Vendor;

- 6.2) In no event will the Chargeable Service Vendor be liable to the Chargeable Vehicle User for any consequential or indirect losses including but not limited to loss of revenue, profits, contracts or anticipated savings or wasted expense, or any financial loss or loss of data or liability to third parties for damage, or any general loss on account of the loss of use of the Charging Service.
- 6.3) The Charging Service Vendor excludes all conditions and warranties, other than those expressly set out in this Charging Service Agreement including any warranties implied by Statute if and to the extent that such warranties and conditions implied by Statute can be lawfully excluded.
- 6.4) The Charging Service Vendor excludes all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Charging Service, and the Charging Service Vendor further excludes all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature,
- 6.5) The Charging Service Vendor will not be liable for any loss or damage which arises other than through our negligence or the negligence of our employees, agents or contractors,

7. Governing Law

All disputes between the parties arising out of or in any way relating to the agreement or any other disputes between the parties in any way connected with the subject matter of the agreement shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts.

8. General

If any provision in this Charging Service Agreement shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions or parts thereof. Such void or unenforceable provision shall be deemed to be severable from any other provisions or parts thereof contained and/or effect shall be given to the provision in such reduced form as may be decided by a court of competent jurisdiction.

9. Notices

Unless otherwise detailed in this Agreement, notices given under this Agreement should be delivered by hand or by prepaid post or electronic mail either;

- (i) to the Charging Service Vendor: at the address on this Agreement or on the last invoice or to an alternative address notified to the Chargeable Vehicle User;
- (ii) to the Chargeable Vehicle User: at the address in this Agreement or to an alternative address notified to the Charging Service Vendor.