

# Erinion Connect – Terms of Use

These Terms of Use (these “**Terms**”) apply to any website or application offered by Erinion and its affiliates that references or links to these Terms (collectively, the “**Services**”). The Services provide for an operating system for commercial electric vehicles, and help automate charging management, promote asset uptime and manage costs. These Terms are in addition to other terms that Erinion may have with its customers and shall not replace or supersede any such other terms.

Please read these Terms carefully before accessing or using the Services.

By accessing or using the services, you accept and consent to all of these Terms. If you do not agree with any of these Terms or our Privacy Policy, then you must not use the Services.

1. **Use of Our Services.** The Services are for your internal business purposes and lawful use only. Other than as expressly permitted in these Terms, you may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell, or otherwise exploit the Services or any content, information, software, products or services obtained from the Services, for any commercial purpose or enterprise. You may not use the Services, or any content within the Services, for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of an illegal activity or other activity which infringes our rights or the rights of other individuals or entities. Nor may you use the Services if you are not an adult in your jurisdiction of residence or lack physical or mental capacity to understand and accept these Terms.

Subject to your compliance with these Terms, you may access the Services and display and use the content of the Services, and, subject to any expressly stated restrictions or limitation relating to specific material on the Services, electronically copy or download onto your device or other technology used to access the Services portions of the content from the Services, strictly for your internal business purposes and lawful use.

If you make any other use of the Services, except as otherwise provided above, you may violate these Terms, intellectual property rights in the as well as applicable laws and may be subject to liability for such unauthorized use.

2. **Prohibited Uses.** You may not (a) decompile, disassemble, or reverse engineer the Services, software or systems underlying or used to provide the Services, or any portion thereof; (b) attempt to gain unauthorized access to the Services, any portion thereof, including content accessible via the Services, or any other system or platform through the Services; (c) use any automatic device, program, algorithm, or methodology, or engage in harvesting of email addresses or other personal information, unsolicited emailing, phone calling or mailings, spoofing, flooding, overloading, spidering, screen scraping, database scraping, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Services or any content on the Services; or (d) reverse look up, trace or seek to trace any information on any other user of or visitor to the Services to its source. You agree that you will not use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

You will not use the Services to violate any applicable law, rule or regulation and you will not encourage or enable others to violate any applicable law, rule or regulation.

3. **Intellectual Property.** The Services and all content and materials on the Services, including, without limitation, all graphics, interfaces, features, functions, text, button icons, data compilations, software, code and materials thereon, the "look and feel", selection and arrangement, design and organization of the Services, trademarks and logos, audio and video clips, are owned by, or licensed to, us. We and our licensors and service providers reserve and shall retain the entire right, title, and interest in and to the Services, including, without limitation, all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms. You shall not (i) remove, delete, alter, or obscure any trademarks or any notices of copyright, trademark, patent or other intellectual property or proprietary rights from the Services, including any copy thereof; or (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason, including, without limitation, by making the Services available on a network where it is capable of being accessed by more than one device at a time.

By providing access to vehicle data that you generate and associate with a device installed in your particular vehicles ("Vehicle Data") which you transmit or process using the Services, you agree that we and our licensors and service providers acting on our behalf may use such Vehicle Data to provide, maintain, and improve the Services and perform obligations under these Terms and applicable law. You also agree that we may compile, store, and use aggregated data and system usage information to monitor and improve the Services and for the creation of new products. The aggregated data that we

use in this manner is no longer associated with a device, therefore no longer Vehicle Data.

4. **Account.** You may choose to set up an account with us or access the Services on a “guest basis.” Either way, you represent to us that the information you provide to be able to access the Services is truthful, accurate, complete, current and otherwise in compliance with these Terms at all times. Submission of false, misleading, inaccurate, incomplete, obsolete, or other information prohibited under these Terms may result in immediate termination of your account on the Services. You are responsible for maintaining the confidentiality of your account information, including, without limitation, your account password and restricting access to your account. You are responsible for any and all activities that occur under your account, including, without limitation, any activity that occurs as a result of your failure to keep secure and maintain the confidentiality of your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You are solely responsible for controlling the dissemination and use of your password, controlling access to and use of your account, and notifying us if you desire to cancel your account on the Services. You may not use anyone else’s password or account at any time on the Services. We will not be responsible or liable for any loss or damage arising from your failure to comply with these requirements and you may be held liable for any losses incurred by us or for any other user of the Services if your failure to keep your account information secure and confidential results in someone else’s use of your account or account information.
5. **Privacy.** Along with these Terms, please read our Privacy Policy, which is hereby incorporated and made part of these Terms. If you provide contact information to us via the Services for anyone else, you represent and warrant you all have necessary rights and permissions to share such contact information with us and for us to use such information. You, not us, shall be responsible for obtaining all such rights and permissions and holding us harmless for any failure to do so.
6. **Updates and Unavailability.** You agree that we have no obligation to provide any updates or to continue to provide or enable any particular features or functionality. You acknowledge that the Services may, from time-to-time, be unavailable due to events like scheduled and unscheduled maintenance, system upgrades, internet outages, and other reasons, some of which are beyond our control. We cannot, and do not, guarantee any specific minimum availability of the Services unless regulated in a separate agreement.
7. **Feedback.** We welcome your feedback, testimonials, comments, ideas and reviews about the Services (“Feedback”). Unless specifically otherwise stated, you agree that by submitting Feedback to us, (a) such Feedback shall be deemed to be non-confidential, and (b) you grant to us, our successors, affiliates, representatives, agents and licensors a perpetual, royalty-free, fully paid-up, irrevocable, transferable, worldwide right and license

to use, transmit, copy, reproduce, publicly display or perform, create derivative works of, or otherwise use such Feedback, without compensation, acknowledgement or notice to you. You also represent and warrant to us that you have the necessary permissions and rights to provide such Feedback to us.

8. **Third-Party Offerings.** You may be able to connect third party devices or third party services to the Services. For example, you may connect a third party telemetric device to enhance the Services. We refer to all such other offerings, services and products as “Third-Party Offerings.” If you elect to use such Third-Party Offerings, you understand that your use of any such Third-Party Offering will be subject to any terms and conditions required by the applicable third party. You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use, download content from or purchase any Third-Party Offerings. The fact that we link to a third-party website or service is not an endorsement of that third party, nor is it an endorsement of their privacy or information security policies, terms of use, business practices or their compliance with laws. We encourage you to read the privacy policies and terms of use of the other websites and services you use and the terms of the offers in which you participate. You agree that we are not responsible for nor will it be liable to you or any third party for your interaction with such third parties or Third-Party Offerings. Your use of Third-Party Offerings is at your sole risk.
  
9. **Warranty Disclaimers.** Your use of the Services is at your sole risk. The Services, including, without limitation, any materials, information, content, functions, products, text, graphics and links thereon, are provided on an “as is” and “as available” basis, and are provided without warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, non-interference, data accuracy, system integration, and warranties arising from trade usage, course of dealing or course of performance. Neither we nor the other Protected Entities listed in Section 11 below warrant or represent in any way that (a) the Services will function uninterrupted, securely or be available at any particular time or location; (b) any errors or defects will be corrected; (c) the Services are free of viruses or other harmful components; or (d) the results of using the Services will meet your requirements. We do not make any warranties or representations regarding the use of content accessible via the Services or with respect to its completeness, accuracy, truthfulness, availability, adequacy, usefulness, timeliness, security, reliability or otherwise. If you are dissatisfied with the Services, your sole remedy is to discontinue using the Services. You agree that we, in our sole discretion, may immediately terminate your access to the Services at any time, for any reason. You agree that we will not be liable to you or any other party for any termination of your access to the Services or deletion of your account. Some jurisdictions do not allow the exclusion of or limitations on

implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

10. **Indemnification.** You agree to indemnify, defend, and hold harmless us, our licensors, and our and their respective officers, directors, employees, agents, successors, and assigns, as well as other users of the services, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including, without limitation, all reasonable attorneys' fees, arising from or relating to (a) use and access of the Services, by you or any person using your account; (b) breach of or failure to comply with these Terms by you or any person using your account; (c) violation of the law or any third-party right by you or any person using your account; (d) your content, Vehicle Data or any other information you provide to us via the Services and (e) any activity otherwise related to use of the Services (including negligent or wrongful conduct) by you or any person using your account.

Our licensors in respect of the Services are third party beneficiaries of these Terms with a right to enforce these Terms against users of the Services violating these Terms or to claim the indemnity under this Section 10 or any other protections in these Terms, including, without limitation, under Sections 9 and 11 of these Terms.

11. **Protected Parties; Limitations of Liability.** To the fullest extent permitted by applicable law, we and our officers, directors, employees, agents, successors and assigns, licensors and service providers (collectively "Protected Entities") shall have no liability to you or to any third party arising out of or related to your content or any other information you share with us, whether directly or indirectly as Vehicle Data. To the fullest extent permitted by applicable law, in no event will the Protected Parties, have any liability arising from or related to these Terms or your use of, misuse of, or inability to use the Services, including for any damages relating to: (a) personal injury, death, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, vehicle, computer failure or malfunction, or any other consequential, incidental, indirect, exemplary, special, or punitive damages; or (b) direct damages in amounts that in the aggregate exceed fifty (50) euros. The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including, without limitation, negligence), or otherwise and regardless of whether such damages were foreseeable or we or any Protected Parties were advised of the possibility of such damages. You agree that any claim or cause of action related to the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to you.

The Protected Entities and Services do not replace or substitute for user judgement and skill in carefully operating vehicles of users. Users bear sole risk and responsibility for safe and lawful operation of their vehicles at all times and under all circumstances.

12. **Governing Law and Venue.** These Terms, your use of the Services, and the relationship between you and us will be governed by and construed in accordance with the laws of United Kingdom, without regard to conflict-of-laws principles and you agree to submit to the personal jurisdiction and venue of the courts of the same country.
13. **Entire Agreement; No Waiver; Assignment.** These Terms, together with our Privacy Policy, each as may be amended from time to time, constitute the entire agreement between you and us regarding the Services and your use of the Services. Neither the course of conduct between us nor trade practice shall act to modify these Terms. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under these Terms will act as a waiver thereof, nor will a single or partial exercise of any right or power under these Terms preclude further exercise of that or any other right under these Terms. These Terms, and any rights and licenses granted hereunder, may not be delegated, transferred or assigned by you, but may be assigned by us without restriction. Any purported delegation, transfer or assignment by you shall be null and void.
14. **Severability.** If any provision of these Terms is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed deleted from these Terms and the remaining provisions will continue with full force and effect.
15. **Jurisdictional Issues.** We make no representation that the Services, or content or information available via the Services, is appropriate or available for use outside of the market(s) in scope for Erinion's agreement with the customer, and access to it from jurisdictions where the content is illegal is prohibited. Those who choose to access the Services from outside the market(s) in scope for Erinion's agreement with the customer do so at their own initiative and are responsible for compliance with all applicable local laws.
16. **Changes.** We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Any changes to these Terms will become effective upon posting of revised terms.
17. **Copyright.** If you believe your copyright or other intellectual property or privacy right has been violated by content accessible via the Services, please contact us by email at: [support@erinioncharge.com](mailto:support@erinioncharge.com).
18. **Contact Us.** If you have any questions about these Terms or our Services, please feel free to contact us by email at: [support@erinioncharge.com](mailto:support@erinioncharge.com). In order to use the Services, you agree to electronic communications from us, including, without limitation, by

posting notices to or through the Services or to your account, or by email to the email address associated with your account.