

Terms of Use reev App

1 Scope of the Terms of Use

- 1.1 These Terms of Use apply to the use of the reev app (hereinafter referred to as "App").
- 1.2 The App is provided and operated by reev GmbH, Sandstraße 3, 80335 Munich (hereinafter referred to as "reev") as the responsible service provider.
- 1.3 The app helps you to take advantage of charging offers from charging station operators registered with reev (hereinafter referred to as "partner CPOs") and to activate and control charging processes at charging stations of such partner CPOs.
- 1.4 Further information about the app can be found in sections 4 and 5 and on the reev website at www.reev.com.

2 Registration / creation of a user account

- 2.1 In order to use the app, you must expressly agree to these terms of use and the privacy policy when you first open the app.
- 2.2 Use of the app also requires registration as a user and the creation of a free user account.

During the registration process, reev collects personal data such as your name and contact details (i.e. your valid residential address, telephone number for queries and an email address for use).
- 2.3 In order to use the app to take advantage of paid charging offers from a partner CPO, the user must first issue a SEPA direct debit mandate to the partner CPO(s) (if necessary, specifying a billing address that differs from the residential address). Valid bank details (bank, IBAN, BIC) must be provided for this purpose.
- 2.4 Identification in the app is done by entering your registered email address and a secure password of your choice. The password must not be used by other service providers or platforms. The requirements for a secure password are specified by reev.
- 2.5 The registration process is completed when reev approves the user account. There is no entitlement to registration. reev reserves the right to refuse approval of the user account in individual cases without giving reasons.
- 2.6 The user must keep the access data for their user account safe from third parties and ensure that the access data is not disclosed to third parties. They must log out of their user account after each use.
- 2.7

The user shall be held responsible for all actions and legal transactions carried out using their user account, unless (i) it was apparent to reev that someone other than the user was acting, or (ii) the user can prove that their access data was misused through no fault of their own.

3 Deletion and blocking of the user account

- 3.1 The user may delete their user account at any time.
- 3.2 In the event of suspected misuse of the app by a user, reev is authorised to block the user account in question at any time.

4 Basic functions of the app

- 4.1 The app supports users in taking advantage of charging offers from partner CPOs activated by the user in accordance with Section 4.3 ("activated CPOs"). With the help of the app, users can, in particular
 - locate charging stations of activated CPOs near the user on an overview map,
 - identify charging stations of all partner CPOs via a QR code or reference numbers,
 - view the commercial terms and conditions applicable at the charging stations of activated CPOs, and
 - activate and control charging processes at charging stations of an activated CPO.
- 4.2 The app provides users with transparency at all times regarding the charging volume used with an activated CPO (charging duration, charging time, amount of energy consumed, applicable price per kWh, etc.).
- 4.3 In order to use the app to take advantage of charging offers from a partner CPO, the user must authorise the partner CPO for their user account. This is done by activating the partner CPO in the user account and requires:
 - Entering an activation code provided to the user by the respective partner CPO. The activation code is provided by the partner CPO after it has agreed the terms and conditions for using its charging service with the user as its customer.
 - Issuing a SEPA direct debit mandate in favour of the respective partner CPO; this is done within the app and is transmitted by reev to the respective partner CPO (or its payment service provider) as the authorised collector in the course of successful activation.
- 4.4 For clarification, it is pointed out that all contracts regarding the use of the charging station are concluded exclusively between the user and an activated CPO. The CPO is responsible for the provision of the charging station and the provision of the CPO services. The CPO is the sole contractual partner of the user and is therefore the sole contractual partner for all claims arising from the use of the charging station and the CPO services

An activated CPO or the prices and payment terms applicable to a charging station are governed exclusively by the provisions of the contract between the user and the respective CPO. This also applies if prices or other commercial terms and conditions for the use of the charging station are displayed to the user within the app. As the provider of the app, reev does not offer the user its own use of the charging station, nor does reev provide charging infrastructure or capacities.

5 Special functions

5.1 Charging company cars at home for privately used company vehicles

- (a) The special function "Charge company cars at home" is intended for managers or employees of a partner CPO or business customers of reev who are provided with a company car that they are also permitted to use privately and who are offered the option by this partner CPO or business customer (hereinafter also referred to as "employer") to charge their company car at home via , , , , , , , . (hereinafter "charging company cars at home service").
- (b) The app supports users in using their employer's services for charging company cars at home. With the help of the app, users can, in particular
- register their private charging station (provided that it meets the technical requirements specified in Section 5.1 (c)) for charging their company car in accordance with Section 5.1 (d), which can be activated and controlled via the app,
 - store and view at any time the commercial terms and conditions (tariff information) of their corresponding private electricity connection for the purpose of automated cost reimbursement by their employer,
 - Activate and control charging processes for their company vehicle at the registered private charging station (provided that it meets the above technical requirements) and
 - view the charging volume used at the registered charging station (charging duration, charging time, amount of energy consumed, stored price [per kWh], etc.).
- (c) To activate the special function "Charge company car at home", the user requires a private charging station that is compatible with reev and meets the following requirements:
- The private charging station has the ability to connect to reev and maintain that connection. This can be done either via the built-in mobile connection or via standard Internet access.
 - The charging station is registered with reev and linked to the user's account. In addition, the employer must have confirmed that the private charging station can be used for company cars at home.

- The private charging station is configured so that authentication via RFID card or smartphone is required to start a charging process.
- (d) In order to use the app for the company car at home service provided by the respective employer, the user must register their private charging station (which meets the above technical requirements) for charging their company car in the app. To do this, the employee must specify the relevant commercial terms and conditions of their private electricity tariff applicable to the private charging station, in particular the electricity price and any time restrictions. Before the private charging station can be registered, the employer must confirm these terms and conditions to reev. Changes to the commercial terms and conditions require renewed confirmation by the employer.
- (e) The user has no right to register a private charging station for the special function of charging company cars at home. reev reserves the right to refuse registration in individual cases without giving reasons.
- (f) For clarification, it is pointed out that all agreements and modalities of cost reimbursement are regulated exclusively between the user and the respective employer. As the provider of the app, reev merely offers the user automated transmission of billing-relevant data to the employer. Of course, the supply of electricity itself remains exclusively a matter between the user and their electricity provider. As the provider of the app, reev does not offer the user its own electricity supply, nor does reev provide charging infrastructure or capacity.

5.2 [N/A – *intentionally left blank*]

6 Provision and modification of the app, availability, right of use

- 6.1 The provision of the app and the operator services required to enable the functionalities described in sections 4 and 5 ("Services") are free of charge for the user until further notice. reev endeavours to ensure sufficient accessibility and technical availability of the Services. The aim is to achieve an average annual availability of the Services of 98% from the interface to third-party networks. The user has no legal right to availability.
- 6.2 To use the app, the user must have a mobile phone that meets the technical requirements of the app. Each time the app is downloaded, the mobile phone is automatically checked to see whether it meets these requirements; reev does not guarantee compatibility in this respect. The user is responsible for ensuring that mobile data communication is possible and shall bear any costs incurred for data transmission by their mobile phone provider.
- 6.3 The user has no claim to the provision of the functionalities mentioned in sections 4 and 5. reev is entitled at any time to change the app or to discontinue its operation in whole or in part, subject to reasonable notice, or without such notice if there is an important reason.

- 6.4 Furthermore, reev is authorised at any time to remove partner CPOs from the app's offering. This also applies after a partner CPO has been activated by the user in accordance with Section 4.3. reev is also authorised at any time to remove private charging stations registered with Company Car Charging from the app's offering.
- 6.5 reev is entitled, but not obliged, to make changes to the app by means of updates in order to further develop or improve it or to correct errors. The user is obliged to update the version of the app they are using by means of the updates provided by reev and to use the latest version of the app.
- 6.6 reev grants the user a non-exclusive, non-transferable and non-sublicensable right, limited to the duration of their user account, to use the app for the intended purpose.

7 Obligations of users

- 7.1 The user is obliged to adequately protect the end device on which the app is operated against viruses, Trojans or unauthorised use by third parties and to continuously update the operating system used on the end device, in particular to install the security updates provided by the manufacturer.
- 7.2 The login details for the app (email address and password) must be treated as confidential and kept safe from third parties.
- 7.3 The data you enter during the registration process and store in your user account must be checked regularly to ensure that it is up to date and updated immediately if necessary.
- 7.4 In the event of loss or theft of the end device, the user must change the access data immediately or inform reev of the loss.
- 7.5 For the duration of use of the special function "Charge company car at home", the user must keep the commercial terms and conditions stored in the app for the private electricity tariff applicable to a registered private charging station up to date at all times.

8 Liability

- 8.1 reev accepts no liability for the functionality or constant accessibility and availability of the app or the services.
- 8.2 With the exception of liability under the Product Liability Act and in cases of injury to life, limb or health, as well as in cases of intentional or grossly negligent conduct, reev's liability is limited or excluded as specified below.
- 8.3 In cases of simple negligence, reev's liability is limited to compensation for typical foreseeable damage. However, this does not apply to damage resulting from the breach of a cardinal obligation (i.e.

a material contractual obligation), the breach of which jeopardises the achievement of the purpose of the contract or the fulfilment of which is essential for the proper execution of the contract and on the observance of which the user may rely.

9 Data protection

reev collects, processes and uses personal data in accordance with its privacy policy.

10 Contact

Please contact support@reev.com, if you have any questions, complaints or feedback about the app or the services

11 Final provisions (choice of law, place of jurisdiction)

- 11.1 Amendments and additions to these Terms of Use must be made in writing, unless otherwise specified above.
- 11.2 Should individual provisions of these Terms of Use be or become invalid or cannot be implemented for factual or legal reasons without rendering the maintenance of these Terms of Use unreasonable for one of the contracting parties as a whole, this shall not affect the remaining provisions of these Terms of Use. The same applies if a loophole should become apparent. In place of the invalid or unenforceable provisions or to fill a loophole, a provision shall be agreed that comes as close as possible to the economic purpose intended by the contracting parties.
- 11.3 reev is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.
- 11.4 These Terms of Use are governed by the laws of the Federal Republic of Germany, with the exception of the *UN Convention on Contracts for the International Sale of Goods* (CISG) of 11 April 1980.
- 11.5 If you are not a consumer within the meaning of Section 13 of the German Civil Code (BGB), the place of jurisdiction for all disputes arising from or in connection with these Terms of Use is Munich.
