

# Terms of use of the reev Website

## 1 Scope of application of the terms of use

1.1 These Terms of Use apply to the use of the reev Website [www.reev.one](http://www.reev.one) (hereinafter "Website").

1.2 The Website is provided and operated by reev GmbH, Sandstraße 3, 80335 Munich (hereinafter referred to as "reev") as the responsible service provider for drivers of electric vehicles (hereinafter referred to as "users").

1.3 The Website supports the user in making use of ad hoc charging offers for e-vehicles (see section 1.4) from charging station operators registered with reev (hereinafter "Partner CPOs"), activating and carrying out these charging processes at charging stations of the Partner CPOs. The contract on the use of the charging station and the supply of electricity is concluded exclusively between the user and the respective Partner CPO. reev only transmits the declarations of the parties on the conclusion of this contract.

1.4 Ad hoc charging is the charging of an electric vehicle without prior notification or registration of the user with the operator of the charging station, which enables spontaneous charging even without a pre-existing contractual relationship with the operator.

1.5 Further information about the Website can be found in section 2.

## 2 Functions and services of the Website

The Website enables the user to take advantage of Ad Hoc charging offers from partner CPOs registered with reev. With the help of the Website, the user can in particular:

- proximity charging stations of all partner CPOs that make their charging stations available for Ad Hoc charging via a QR code, and
- Activate and carry out Ad Hoc charging processes at charging stations of a partner CPO, provided that the CPO has activated the charging offer at the charging station.

## 3 Start of the charging process, conclusion of contract between partner CPO and user for the purchase of charging power

- 3.1 The charging station is identified via the Website, by scanning or manually entering the QR code. After successful identification, the user is shown the operator of the charging station (partner CPO), its stored charging price and other important information (opening hours of the charging station, kW output, socket type).
- 3.2 To start and complete the chargeable charging process, reev collects the user's personal data, such as their e-mail address and billing address (including name). In the final step, the user must select a payment method and enter the valid payment details for authorisation. By then clicking on the "*jetzt Ladevorgang kostenpflichtig starten*" button, the user declares that they are making an offer to conclude a usage and electricity supply contract with the partner CPO and hereby accepts the partner CPO's contractual terms and conditions. The offer is accepted by the partner CPO by starting the charging process. reev merely acts as a transmitter of the respective declarations.
- 3.3 Settlement of the remuneration due for the electricity supply in favour of the Partner CPO takes place immediately after the corresponding deposit and authorisation of the means of payment via the payment service provider commissioned by reev.
- 3.4 For the avoidance of doubt, all contracts for the use of the charging station are concluded exclusively between the user and the respective partner CPO. The prices and payment terms applicable for the respective Partner CPO or for a charging station are subject exclusively to the provisions of the contract between the user and the respective Partner CPO. There is no entitlement to the realisation of the charging process.**

#### **4 Provision and modification of the Website, availability**

- 4.1 The provision of the Website and the provision of the operating services ("services") required to enable the functionalities described in section 2 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 annual average of 98% availability of the Services from the interface to third-party networks. The user has no legal claim to availability.
- 4.2 The use of the Internet is at your own risk. reev is not liable in particular for the technical failure of the Internet or lack of access to the Internet.
- 4.3 The user has no right to demand the provision of the functionalities mentioned in section 2. reev is entitled to modify the website at any time, in particular to remove partner CPOs from the website's offering or to discontinue the operation of the website in whole or in part.

## **5 Obligations of the users**

- 5.1 The user must provide the data required under section 3.2 truthfully and completely.
- 5.2 The user may only use the Website for the purposes described in these terms of use. The user must refrain from actions that impair or may impair the functionality of the Website or the services.

## **6 Liability**

- 6.1 reev assumes no liability for the functionality or constant accessibility and availability of the Website or the services.
- 6.2 With the exception of liability under the Product Liability Act and due to injury to life, body and health as well as in cases of intentional or grossly negligent behaviour, reev's liability is limited or excluded as specified below.
- 6.3 In the event of simple negligence, reev's liability is limited to compensation for typical foreseeable damage. However, this does not apply to damages arising from the breach of a cardinal obligation (i.e. an essential 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 you may rely.

## **7 Data protection**

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

## **8 Contact us**

If you have any questions, complaints or feedback about the Website or the services offered there, please contact [support@reev.com](mailto:support@reev.com).

## **9 Final provisions (choice of law, place of jurisdiction)**

- 9.1 reev reserves the right to modify these terms of use from time to time and to adapt them to technical and legal developments.

- 9.2 If individual provisions of these Terms of Use are or become invalid or cannot be implemented for factual or legal reasons without the maintenance of these Terms of Use becoming 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.
- 9.3 reev is neither willing nor obliged to participate in dispute resolution proceedings at a consumer arbitration board.
- 9.4 These terms of use are subject to the law 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.
- 9.5 If the user is not a consumer within the meaning of § 13 BGB, the place of jurisdiction for all disputes arising from or in connection with these terms of use is Munich.

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