

Terms of use reev App

1 Scope of application of the terms of use

- 1.1 These terms of use apply to the use of the reev app (hereinafter "App").
- 1.2 The App is provided and operated by reev GmbH, Sandstraße 3, 80335 Munich (hereinafter "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 "Partner CPOs") and to activate and control charging processes at charging stations operated by 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 data protection information when you open the App for the first time.
- 2.2 The use of the App also requires registration as a user and the creation of a free user account.
- 2.3 In the course of the registration process, reev collects personal data such as your name and your contact details (i.e. your valid home address, telephone number for queries and an e-mail address for their use).
- 2.4 In order for the App to be used for the utilisation of chargeable charging offers of a Partner CPO, the user must issue a SEPA direct debit mandate to the Partner CPO(s) in advance (if necessary, stating a billing address that differs from the residential address). Valid bank details (bank, IBAN, BIC) must be provided for this purpose.
- 2.5 Identification in the App is done by entering the registered e-mail address and a secure password of your choice. The password may not be used with other service providers or platforms at the same time. The requirements for a secure password are specified by reev.
- 2.6 The registration process is completed when the user account is approved by reev. There is no entitlement to registration. reev reserves the right to refuse to approve the user account in individual cases without giving reasons.
- 2.7 The user must keep the access data to his user account protected from access by third parties and ensure that the access data is not disclosed to third parties. He must accept responsibility for actions and legal transactions carried out via his user account, unless (i) it was recognisable to reev that someone other than the user was acting or (ii) the user can prove that his access data has been misused through no fault of his own.

3 Deleting and blocking the user account

- 3.1 The user can have his user account deleted 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 the user in making use 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 in the vicinity of the user on an overview map,
 - Identify charging stations of all partner CPOs via a QR code or reference numbers,
 - view the relevant commercial framework conditions at the charging stations of the 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 about the charging volume utilised when a CPO is activated (charging duration, charging time, amount of energy consumed, applicable price per kWh, etc.).
- 4.3 In order to be able to use the App to utilise the charging offers of a Partner CPO, the user must approve the Partner CPO for their user account. This is done by activating the partner CPO in the user account and requires:
- The entry of an activation code provided to the user by the respective partner CPO. The activation code is provided by the partner CPO after the CPO has agreed the general conditions for utilising its charging offer with the user as its customer.
 - The issuing of a SEPA direct debit mandate in favour of the respective Partner CPO; this takes place within the App and is transmitted by reev to the respective Partner CPO (or its payment service provider) as the person entitled to collect the direct debit in the course of successful activation.
- 4.4 For the avoidance of doubt, all contracts for the use of the charging station are concluded exclusively between the user and an activated CPO. The prices and payment terms applicable to an activated CPO or a charging station are subject exclusively to the provisions of the contract between the user and the respective CPO. This also applies insofar as prices or other commercial framework conditions for the use of the charging station are displayed to the user within the app. reev, as the provider of the app, does not offer the user the use of the charging station, nor does reev provide charging infrastructure or capacity.

5 Special functions

5.1 Charging company cars at home for privately used company vehicles

- (a) The special function Charging company cars at home is aimed at managing directors or employees of a partner CPO or business customer of reev who are provided with a company car that they are also permitted to use privately and to whom this partner CPO or business customer (hereinafter also referred to as "employer") offers the option of charging their company car at home via the private power connection at the employer's expense (hereinafter referred to as "Dienstwagen zuhause laden Service").
- (b) The App helps the user to make use of the Dienstwagen zuhause laden Service provided by the employer at home. With the help of the App, users can in particular
- register their private charging station (insofar as it fulfils the technical requirements specified in Section 5.1 (c)) for charging processes of their company vehicle that can be activated and controlled via the App in accordance with Section 5.1 (d),
 - store the commercial framework conditions (tariff information) of their corresponding private electricity connection for the purpose of automated cost reimbursement by the employer and view them at any time,
 - activate and control charging processes of their company vehicle at the registered private charging station (provided it fulfils the above-mentioned technical requirements), and
 - view the charging volume utilised at the registered charging station (charging duration, charging time, amount of energy consumed, stored price [per kWh], etc.).
- (c) To activate the special company car charging at home function, the user needs a private charging station that is compatible with reev and fulfils the following requirements:
- The private charging station has the option of establishing and maintaining a connection to reev. This can be done either via the built-in mobile phone 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 the private charging station for use for charging 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 be able to use the App for the company car home charging service of the respective employer, the user must register his private charging station (which fulfils the above-mentioned technical requirements) for charging processes of his company car in the App. To do this, the employee must specify the relevant commercial conditions of their private electricity tariff applicable to the private charging station, in particular the electricity price and any time intervals. Before the private charging station can be registered, the employer must confirm these framework conditions to reev. Changes to the commercial framework conditions require renewed confirmation by the employer.
- (e) The user is not entitled 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 the avoidance of doubt, it is pointed out that all agreements and modalities of cost reimbursement are regulated exclusively in the relationship between the user and the respective employer. reev merely offers the user, as the provider of the App, an automated transmission of the billing-relevant data to the employer. It goes without saying that the supply of electricity itself also remains a matter exclusively between the user and their electricity provider. reev, as the provider of the App, does not offer the user its own electricity supplies, nor does reev provide charging infrastructure or capacities.

5.2 *[N/A - intentionally free]*

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

- 6.1 The provision of the App and the provision of the operator services ("services") required to enable the functionalities described in sections 4 and 5 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.
- 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, it is automatically checked whether a mobile phone fulfils these requirements; in this respect, reev does not guarantee compatibility. The user is responsible for ensuring the possibility of mobile data communication and shall bear any data transmission costs incurred vis-à-vis their mobile phone provider.
- 6.3 The user is not entitled to the provision of the functionalities mentioned in sections 4 and 5. reev is entitled to change the App or to discontinue the operation of the App in whole or in part at any time, subject to a reasonable period of notice or, if there is an important reason, without such notice.

- 6.4 Furthermore, reev is authorised to remove Partner CPOs from the App at any time. This also applies after a Partner CPO has been activated by the user in accordance with section 4.3. Likewise, reev is authorised at any time to remove private charging stations registered as part of the company car charging at home service from the App.
- 6.5 reev is authorised, but not obliged, to make changes to the App by means of updates in order to develop it further, improve it or correct errors. The user is obliged to update the version of the App used by him 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 the user account, to personally use the App for the intended purpose.

7 Obligations of the 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 access data for the App (e-mail address and password) must be kept confidential and protected from access by third parties.
- 7.3 The data entered by you during the registration process and stored in your user account must be checked regularly to ensure that it is up to date and updated immediately if necessary.
- 7.4 If the end device is lost or stolen, the user must change the access data immediately or inform reev of the loss.
- 7.5 For the duration of the use of the special function for charging company cars at home, the user must keep the commercial framework conditions of the private electricity tariff applicable to a registered private charging station stored in the App up to date at all times.

8 Liability

- 8.1 reev assumes 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 due to injury to life, body or health as well as in cases of intentional or grossly negligent behaviour, reev's liability is limited or excluded as specified below.
- 8.3 In the event of simple negligence, reev's liability is limited to compensation for typical, foreseeable damage. However, this does not apply to damages resulting 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 a prerequisite 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 us

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 text form, unless otherwise specified above.
- 11.2 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.
- 11.3 reev is neither willing nor obliged to participate in dispute resolution proceedings at a consumer arbitration board.
- 11.4 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.
- 11.5 If you are 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.
