

Terms of Use of the innogy eCharge+ App

These terms of use shall Apply to the innogy eCharge+ App ("App") provided by innogy eMobility Solutions GmbH ("innogy") to the contract partner ("User").

1. Conclusion of the Contract, Download and Use of App

- 1.1. These Terms of Use regulate the use of the App by the User via mobile devices.
- 1.2. The App can be obtained free of charge by downloading it once from the Apple App Store or the Google Play Store. Installation, registration and use are also free.
- 1.3. The contract for the use of the App enters into effect as soon as the User has successfully downloaded (installed) the App on his or her mobile device and thus the use of the App is enabled.
- 1.4. The download (installation) of the App requires that the User uses a device on which the latest version (or two previous versions) of the operating system "android" or "ios" is installed.
- 1.5. The download (installation) of the App as well as the installation of updates and the use of the offered services also require internet access including regular data transmission.
- 1.6. Prerequisite for the use of the App is the installation of free updates provided by innogy at irregular intervals. A continuous internet connection is required to perform these updates. Failure to install updates may lead to security flaws. The User will be asked for his or her consent prior to any updates being carried out. innogy shall not be obligated to provide the User with updates for the App.
- 1.7. The User must be at least 18 years old and resident in Germany.
- 1.8. The User shall use the App solely for the contractually agreed, private purposes.

2. Subject of the Contract, Scope of Services

- 2.1. The App bundles both the public and private charging activities of the User. It thus also enables a simple, comprehensive analysis of the charging data at home with the private charging box (e.g. eBox smart, eBox touch or eBox professional). The functions of the App are differentiated according to public and private charging activities of the User.
- 2.2. The following functions are available for the charging activities of the User in public space:
 - The App shows all available innogy charging stations as well as the charging stations of cooperating operators (roaming) on an overview map. If the User smartphone location services are activated, the charging stations near the User are displayed. Using the search functions, charging stations can be found at a specific address.
 - The availability and status of charging stations can be checked in real time.
 - The content of the overview map can be filtered according to the charging stations that are relevant to the User.
 - The App can be used to start charging processes:
 - o If the User does not have a separate charging contract, the so-called Direct Payment (payment by PayPal or credit card) is available as a payment method to start charging processes.
 - o If the User has a charging contract with one of innogy's (roaming) partners, the User can charge at all charging stations that are included in the App.
 - The User can always keep an eye on active charging sessions and use the charging history to track charging processes. If the User stores the vehicle data in the profile, detailed information about the duration and progress of a charging session can be additionally displayed.

ATTENTION: The delivery of electricity by way of contract-based or non-contract-based charging is not subject of the services of this App, but is exclusively carried out by the respective contractual partner on the basis of the relevant contractual terms and conditions. The provider or contractual partner of the respective charging process will be indicated to the User before the charging process begins; if necessary, the User must accept separate general terms and conditions displayed in the App. Unless innogy is explicitly named in the App as provider of electricity for the respective charging session, innogy will not become a party to the respective charging contract.

- 2.3. The following functions are available for charging activities of the User at home:
 - As the owner or User of a private charging box (currently exclusively eBox smart), the User can easily link and configure it with the App via an internet connection and thus control charging processes and display energy consumption. The User benefits from the continuous development of intelligent functions that automate the eBox control more and adapt it better to the personal needs of this use.
 - Via the authorization management the User can control the access to his or her charging box and protect it from unauthorized use by third parties.
 - A schedule can be set via the App to charge the User vehicle efficiently.

ATTENTION: Also with regard to usage of the App for charging at home, the supply of electricity is not part of the services of this App. The User obtains the electricity from third parties, usually via the supplier of household electricity selected by the User.

3. Rights of Use, Responsibility

- 3.1. The User is granted a non-exclusive, locally unrestricted (subject to the conditions of section 3.4), temporally restricted to the term of this contract, non-transferable exploitation right to use the App for private purposes on a mobile device with the latest version of an "android" or "ios" operating system installed (or two previous versions). The User shall not rent, lend, sell, redistribute or sublicense the App.
- 3.2. The content of the App is protected by copyright. All intellectual property rights (e.g. copyrights, trademarks and other proprietary rights) to the content of this App remain with innogy or its licensors. By using or registering in the App, the User does not acquire any rights or licenses to the contents of the App. The reproduction of information or data, particularly the use of texts, parts of texts or pictures requires the prior consent of innogy.
- 3.3. The use of the App is at your own risk. innogy endeavours to ensure that the content, information and data contained in the App is always up-to-date and accurate. However, innogy does not assume any warranty or liability for the up-to-dateness, constant availability, factual and/or legal correctness, completeness, suitability for a specific purpose, freedom from viruses and error-free transmission of the App and the content, information, services, functions and services provided on this App. This also applies to all websites to which reference is made by means of a hyperlink. innogy is not responsible for the content of such websites reached by means of such a connection.
- 3.4. The App shall not be used or otherwise exported or re-exported to embargoed U.S. countries or countries designated by the U.S. government as a country that supports terrorism. The App shall also not be used or otherwise exported or re-exported by persons or companies that are on a list of persons or companies that the U.S. government has established as prohibited or restricted. By using the App, the User warrants that he or she is not located in any of these countries and is not on any of these lists.

4. Access to the Terms of Use

The User can view and print out these Terms of Use at https://www.innogy-emobility.com/content/dam/revu-global/emobility-solutions/neue-website-feb-2021/downloadcenter/echarge-app/eCh_Term_EN.pdf. The User may also download and archive these Terms of Use in PDF form.

To open the PDF file, the User needs the free available program Adobe Reader (at www.adobe.de) or comparable programs that can handle the PDF format.

5. Term, Termination

- 5.1. Unless otherwise agreed in writing, the contract for the use of the App between innogy and the User shall run for an indefinite period. The User may terminate the App or the contract for the App at any time by uninstalling the App.
- 5.2. The termination of the contract for the use of the App does not affect the validity and existence of one or more charging contracts that the User has concluded with one or more electric mobility providers.
- 5.3. The right to extraordinary termination for good cause shall remain unaffected (§ 314 BGB).

6. Changes to App and Terms of Use

- 6.1. innogy enables the use of the App in its respective design according to the generally accepted engineering principles. The User has no claim to the production or maintenance of certain contents, offers or technical specifications. innogy has the right to change or further develop the App at any time.
- 6.2. innogy may unilaterally change these Terms of Use at any time, as far as this is necessary to eliminate arising problems or to adapt to changed legal or technical conditions (e. g. changes in applicable laws). The User will be informed of any such adaptation in the App itself.

7. Liability

- 7.1. innogy shall only be liable for intentional or grossly negligent breaches of its contractual obligations or intentional or grossly negligent breaches of its contractual obligations by its legal representatives or vicarious agents.
- 7.2. In case of slight negligence innogy shall only be liable for violation of essential contractual obligations (so-called cardinal obligations), whereas this liability is limited to the amount of foreseeable damages typical for the contract. Cardinal obligations are such obligations whose violation would endanger the purpose of the contract, i. e. obligations with which the execution of the contract stands or falls. The contractual partner may therefore legitimately rely on the fulfilment of these obligations.
- 7.3. Liability of innogy for damages resulting from injury to life, body or health shall not be excluded or limited. The provisions of the Product Liability Act shall remain unaffected.

8. Place of Jurisdiction, Severability clause

- 8.1. Exclusive place of jurisdiction for all legal disputes in connection with the App is Dortmund, unless mandatory legal regulations stipulate a different place of jurisdiction.
- 8.2. Should any provision of these Terms of Use be or become invalid, the validity of the remaining provisions of this contract shall not be affected. The invalid provision shall be replaced by a legally valid provision which comes closest to the meaning and purpose of the invalid provision in terms of content. The same shall apply in the event of unintentional incompleteness of the Terms of Use.

9. Contractual Partner

innogy eMobility Solutions GmbH, Flamingoweg 1, 44139 Dortmund
Members of the Board of Management: Arjan van der Eijk,
Stefan von Dobschütz, Thomas Hüsgen
Commercial Register Dortmund, No. HRB 30359
E-mail: emobility@innogy.com
Phone (Int.): 00 800 46 66 49 73

10. Online Dispute Settlement

The European Commission has prepared a platform for online dispute resolution, which is available at <https://ec.europa.eu/consumers/odr>. Consumers have the opportunity to use this platform to resolve their disputes arising from online sales contracts and online service contracts.

11. Customer Service

If you have any further questions, the customer service can be reached 24 hours a day, seven days a week on the free number:
Phone (Int.): 00 800 46 66 49 73

Right of withdrawal for the purchase of the App

Cancellation policy

Right of Withdrawal

You have the right to cancel this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the date of conclusion of the contract.

In order to execute your right of withdrawal, you must inform us (**innogy eMobility Solutions GmbH, Flamingoweg 1, 44139 Dortmund, emobility@innogy.com**) by means of a clear statement (e.g. a letter, fax or e-mail) of your decision to withdraw from this contract. You may use the attached sample revocation form, which is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification to execute the right of withdrawal before the end of the withdrawal period.

Consequences of withdrawal

If you cancel this contract, we shall refund all payments received from you, including delivery charges (except for any additional costs resulting from your choice of a different delivery method to the cheapest standard delivery offered by us), immediately and at the latest within fourteen days of the date on which we receive notification of your cancellation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged for this refund.

The right of withdrawal expires in the case of a contract for the delivery of digital contents not on a physical data carrier, even if the entrepreneur has started to execute the contract after the consumer has

1. expressly agreed that the contractor shall commence performance of the contract before the end of the withdrawal period, and
2. confirmed his or her knowledge that he or she loses the right of withdrawal by his or her consent with the beginning of the execution of the contract.

Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back)

- To: innogy eMobility Solutions GmbH, Flamingoweg 1, 44139 Dortmund
- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*) / provision of the following service (*)
- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of communication on paper)
- Date

(*) Delete as applicable.