

Shell Recharge App Terms of Use

February 2023

Welcome to the Shell Recharge App! We are excited to have You onboard as a user. Before You start using the Shell Recharge App, we want to make sure You understand these terms of use. These terms of use outline important information about Your rights and responsibilities as a user, as well as Our rights and responsibilities as the provider. By using the Shell Recharge App, You are agreeing to these terms of use, so please take a moment to read them carefully. If You have any questions or concerns, please do not hesitate to contact Us.

These Shell Recharge App Terms of Use (the "**Agreement**") form an agreement between Shell EV Charging Solutions B.V., with its registered office at Rigakade 20 1013 BC Amsterdam and registered under number 32158064 trading under the name Shell Recharge Solutions ("**SRS**", "**Our**", "**Us**", or "**We**") and you ("**You**", "**Your**", or "**Yours**") (each, a "**Party**" and together the "**Parties**"). The effective date of this Agreement is the date You accept these terms in accordance with Section 1 (Your Acceptance) (the "**Effective Date**"). This Agreement governs Your use of the Shell Recharge mobile and web application (the "**Shell Recharge App**"). If You do not wish to be legally bound by this Agreement, then please do not access or use the Shell Recharge App.

1. Your Acceptance.

1.1. This Agreement. By accessing or using the Shell Recharge App, You acknowledge that You have read this Agreement and agree to be legally bound by it. We may also confirm Your agreement to be bound by this Agreement by asking You to click an "I accept" or similar button when You access or download the Shell Recharge App, including when You register as a driver with Us. You must be at least 18 years or older to access or use the Shell Recharge App. Do not access or use Shell Recharge App unless You are at least 18 years of age. If You are 18 years or older but have not reached the age of majority in Your jurisdiction, then by accessing or using the Shell Recharge App, You agree that Your parent or guardian has reviewed and agrees to be bound by this Agreement.

1.2 Our Privacy Practices. We process personal data through the Shell Recharge App in accordance with Our privacy policyas provided here: <https://shellrecharge.com/nl-nl/privacy-beleid>.

2. The Shell Recharge App.

2.1. EV Charging Information. The Shell Recharge App may provide You with information that assists You with Your EV driving experience (collectively, "**EV Charging Information**") including: (i) location services to find the closest EV charger to You; (ii) Your invoice information; (iii) Your payment details; (iv) Your charging history; and (v) means to save Your favorite

charging locations. The EV charging Information is being provided to You for informational purposes only and is not to be relied on for any purposes.

2.2. Charging

2.2.1. Shell Recharge Network. Unless You are accessing a free EV charger, You are required to pay all fees applicable to Your use of any Shell Recharge EV chargers (each, a "**Shell Recharge Charger**").

2.2.2. EV Roaming Network. The Shell Recharge App may provide You with an option to initiate EV charging and pay for charging stations from certain third-party EV charging providers (each, a "**Roaming Charger**") even if You are only an SRS customer. If this option is provided to You through the Shell Recharge App, then You can use the Shell Recharge App to initiate and process charging the same way You do with a Shell Recharge Charger. Please be aware that although We offer You the ability to use the Shell Recharge App to initiate and process charging for Roaming Chargers, SRS does not own or operate Roaming Chargers. Accordingly, SRS is unable to provide You with troubleshooting or support for Roaming Chargers.

2.3. Payment. When confirming payment, You agree to pay using the payment methods indicated and grant authorization to Us and/or the applicable third party payment-processor to charge or otherwise implement Your selected payment methods. The Shell Recharge App and/or the applicable third-party payment processor shall charge, and You shall be responsible for, all taxes, tariffs, levies, or duties applicable to Your payment. Unless otherwise expressly indicated at the time of purchase, all transactions listed through the Shell Recharge App are denominated in Euro. You are responsible for: (a) the accuracy of all credit and debit card information or other payment method information that You provide to Us; and (b) maintaining the confidentiality and security of Your account information, including without limitation with respect to payment methods. You should not disclose Your payment information to anyone.

2.4. Registered Users. Certain portions of the Shell Recharge App are only available to users who have completed the registration process to become a registered user (each, a "**Registered User**"). Depending on the portions of the Shell Recharge App that You wish to access and use, You may be required to complete additional registration requirements, meet applicable certification criteria, and agree to certain other terms and conditions with Us or Our service providers. If You are a Registered User, then We will treat anyone who uses Your username and password as "You" and We will hold You responsible for the activities of anyone using Your username and password. We recommend that You keep Your username and password in strict confidence, and that You do not share this information with anyone who might "pretend" to be You with respect to the use of the Shell Recharge App. Please notify Us immediately if You suspect that someone is using Your username and/or password inappropriately.

2.5. Account deletion. Registered Users can delete their account at any time accessing the 'Delete Account' option in Your account settings. Once You have deleted Your account, You will no longer have access to the Shell Recharge App. Be aware that We may retain certain personal data for legitimate business purposes or to comply with legal or regulatory obligations, in accordance with Our privacy policy.

2.6. Links to Third Party Platforms and Services. The Shell Recharge App may contain links or references to third party platforms and services (including Roaming Chargers). We have no control over these other platforms and services or their content and do not assume

responsibility or liability for any content, opinions, or material available on them. We do not endorse the content of any third-party platform, nor do We warrant that a third-party platform will be free of computer viruses or other harmful code that can impact Your computer or other web-access device. If You link to any third-party platform through the Shell Recharge App, please be aware that You are doing so at Your own risk. We encourage You to review any third-party platform's terms of use and privacy policy as those, and not this Agreement and privacy policy, are applicable to Your use of their platform and any information that such platform collects.

- 2.7. Optimization.** SRS may collect, generate from any dataset or source, compile, analyze, and otherwise use (a) statistical data related to Your use of the Shell Recharge App, and (b) other data which does not qualify as personal data. SRS uses this data in order to improve and optimize the performance and core functionality of accessibility, privacy, security and/or IT infrastructure efficiency of the Shell Recharge App.
- 2.8. Your Systems.** You shall, at Your sole expense, obtain a mobile device that conforms to the requirements of any written, printed, or electronically SRS-provided: (i) user manuals and training materials; (ii) product descriptions; and (iii) specifications (collectively, "**Documentation**").
- 2.9. Support Services.** During the Term, SRS shall use commercially reasonable efforts to make the Shell Recharge App available to You without significant interruption or material deviations of the Shell Recharge App from its applicable Documentation (each, an "**Error**"). If the Shell Recharge App experiences material Errors that are not due to scheduled downtime or as a result of events beyond SRS' control, then SRS shall use commercially reasonable efforts to restore the intended functionality.
- 2.10. Updates.** From time to time, We may automatically update the Shell Recharge App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, We may ask You to update the Shell Recharge Apps for these reasons. If You choose not to install such updates or if You opt out of automatic updates, You may not be able to continue using the Shell Recharge App or be deprived of certain functionality.

3. Grant of Rights to You.

- 3.1. Grant of Rights to Use the Shell Recharge App.** SRS, under its Intellectual Property Rights, hereby grants to You during the Term, a limited, non-exclusive, non-transferrable, and non-sublicensable license to access and use the Shell Recharge App as it is made available to You solely for Your personal use.
- 3.2. No Implied Rights.** Nothing in this Agreement shall be construed as granting You any rights other than those expressly provided herein. Any rights granted to You under this Agreement must be expressly provided herein, and there shall be no implied rights pursuant to this Agreement, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to You herein are expressly reserved by SRS.

- 4. Ownership.** Other than those rights expressly granted to You under this Agreement, SRS, and its subcontractors, service providers, and licensors (as the case may be) retain all right, title, and interest in and to: (i) the Shell Recharge App and its components, including all intellectual property rights embodied therein; (ii) SRS confidential information; and (iii) any improvements or modifications thereto.

5. Code of Conduct; Revocation or Suspension of Use Privileges. By accessing or using the Shell Recharge App, You agree to comply with this Agreement, and to follow Our Code of Conduct, which is set out below. Under this Code of Conduct, You shall not:

- Use the Shell Recharge App for purposes that are unlawful, obscene, harmful, hateful, invasive of the privacy of others, objectionable, or otherwise prohibited by this Agreement;
- Use the Shell Recharge App in a manner that could disable, overburden, or impair the Shell Recharge App or interfere with another party's use and enjoyment of the Shell Recharge App and services, such as through sending "spam";
- Seek to obtain access to the Shell Recharge App, materials, accounts, or information through hacking, data harvesting, data mining, or through other means We have not intentionally made available to You through the Shell Recharge App; or
- Infringe SRS's or any third-party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

We reserve the right at any time to terminate or suspend Your use of some or all of the Shell Recharge App immediately without notice if You engage in activities that We conclude, in Our sole discretion, breach Our Code of Conduct or otherwise violate this Agreement or Our privacy policy.

6. Your Representations and Warranties. You represent and warrant to SRS that: (i) You shall not upload any virus or malicious code to the Shell Recharge App; (ii) You have the full power and authority to enter into this Agreement and to carry out Your obligations herein; and (iii) You own all right, title, and interest in and to Your data necessary to permit the access, use, and processing of Your data in accordance with this Agreement.

7. Warranty Disclaimer. SRS disclaims all representations and warranties with respect to the Shell Recharge App, whether express or implied. The Shell Recharge App and all SRS performance obligations and all performance obligations of SRS's subcontractors, service providers, and licensors are provided "as is" without warranty of any kind. SRS does not represent or warrant that: (i) the Shell Recharge App or other performance obligations will meet Your requirements or result in any desired outcome, or (ii) the Shell Recharge App's operation or the delivery of services will be uninterrupted or error-free. To the fullest extent permitted by law, SRS hereby disclaims (for itself, and its subcontractors, service providers, and licensors) all other representations and warranties, whether express or implied, oral or written, with respect to the Shell Recharge App and other performance obligations under this Agreement, including without limitation, all implied warranties of title, non-infringement, quiet enjoyment, accuracy, integration, merchantability or fitness for any particular purpose, and all warranties arising from any course of dealing, course of performance or usage of trade.

8. Limitation of liability. In no event shall SRS be held liable for any direct, indirect, incidental, special, or consequential damages of any kind or nature whatsoever, including without limitation, loss of profits or other economic loss, even if SRS has been advised of the possibility of such damages. In no event shall SRS's total aggregate liability to You for any claims or damages arising out of this Agreement exceed one hundred Euro (EUR 100.00). We do not exclude or limit in any way Our liability to You where it would be unlawful to do so.

9. Term and Termination.

9.1. Term. Unless earlier terminated pursuant to this Section 9 (Term and Termination), Your access to the Shell Recharge App shall come into force and effect upon Your acceptance of this

Agreement and shall continue until terminated in accordance with Section 9.2 (Termination by Us) or Section 9.3 (Termination by You) (the "**Term**").

9.2. Termination by Us. We may terminate or suspend Your access to the Shell Recharge App if (i) We believe You, or Your use of the Shell Recharge App violate this Agreement; or (ii) We decide for whatever reason that the Shell Recharge App will be decommissioned. We will notify You that Your account has been terminated or suspended, unless You've repeatedly violated this Agreement or We have legal or regulatory reasons preventing Us from notifying You.

9.3. Termination by You. You may terminate Your access to the Shell Recharge App by ceasing use of the Shell Recharge App or terminating Your account as a Registered User.

9.4. Effect of Termination. Upon termination or expiration of Your account or access to the Shell Recharge App for any reason, Your rights to the Shell Recharge App shall immediately terminate and You shall immediately stop accessing or otherwise using the Shell Recharge App. This Agreement will be terminated after Your account is terminated, Your access to the Shell Recharge App is terminated, or Your use of the Shell Recharge App ends. The provisions of this Agreement which by their nature are intended to survive expiration or termination of the Agreement shall survive.

10. Modifications to this Agreement. We may modify this Agreement from time to time at Our discretion. If We modify this Agreement, then such modifications shall take effect proactively, upon Your subsequent access to the Shell Recharge App.

11. General.

11.1. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the Netherlands without regard to any conflict of laws principles. The exclusive venue and jurisdiction for any action or proceeding arising out of this Agreement shall be the competent court of Amsterdam, without prejudice to any other mandatory consumer protection regulation prevailing in Your country of residence.

11.2. Independent Contractors. The Parties are independent contractors, and no agency, partnership, joint venture, or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party.

11.3. Assignment. This Agreement is not assignable by You. SRS reserves the right to assign the rights and obligations under this Agreement for any reason and in SRS's sole discretion.

11.4. Severability; Waiver; Headings. Any provision of this Agreement determined to be unenforceable or invalid by applicable law or court decision shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish its objectives within the limits of applicable law or court decision. SRS's failure to require Your performance of any obligation herein shall not affect the full right to require such performance at any time thereafter. SRS's waiver of Your breach of any obligation under this Agreement shall not be taken or held to be a waiver of the obligation itself or of any past or subsequent breaches of the same obligation. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

11.5. Subcontracting. SRS shall be entitled to use subcontractors in the performance of SRS's obligations under this Agreement; provided, however that if SRS engages subcontractors, then SRS shall remain liable for all obligations under this Agreement as though no such



subcontracting had occurred.

- 11.6. Entire Agreement; Precedence.** This Agreement and the privacy policy set forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. In the event of a conflict or inconsistency between this Agreement and the Privacy Policy, the privacy policy shall control and such conflict and/or inconsistency shall be resolved in favor of the privacy policy. Neither Party is relying on any warranties, representations, assurances, or inducements not expressly set forth herein.