



Milence App Terms of Use

Milence Service Holding B.V.

Version 2023 09 20

1. Acceptance

These Terms of Use form an agreement between Milence Services Holding B.V., with its registered office at Hogehilweg 8, 1101 CC Amsterdam, the Netherlands and registered under number 88168913 ("Milence", "Our", "Us", or "We"), including its affiliates for each country, and You ("You", "Your", or "Yours") (each, a "Party" and together the "Parties").

These Terms of Use can be accessed and downloaded on Milence's website.

By accessing or using the Milence App, You acknowledge that You have read those Terms of Use and agree to be legally bound by it.

If You do not wish to be legally bound by these Terms of Use, then please do not access or use Milence App.

We may also confirm Your agreement by asking You to click an "I accept" or similar button when You access or download Milence App, including when You register as a driver with Us.

You must be at least 18 years or older to access or use the Milence App.

By accepting those Terms of Use, and by visiting the Milence sites, you agree to be bound by the Milence Sites Rules.

2. Use and installation of the app

2.1. Use of the App

The Milence App can provide You with information to help You :

- Search and find a Milence charging station ;
- Navigate to a Milence charging station via Google Map or Apple Map ;
- Authenticate Yourself for a charging session via your bank card or an eMobility Service Provider contract(if applicable);
- Provide feedback.

You will be able to see :

- Your information about Your Receipt ;
- Your payment details ;
- Your charging history ;
- Your favourite Milence charging station.

2.2. Installation of the App

The Milence App can be downloaded onto a compatible mobile terminal that uses iOS or Android.

Before You can use the Milence App, You must provide Your e-mail address during registration and a password chosen to connect to Your Milence account.

You must take all necessary precautions to protect Your password from misuse by third parties and promptly inform Milence of any misuse.

You are responsible for the security of the password, for not writing it down in such a way that third parties can understand what it is used for and for not using it in a way that allows other people to access the information.

You can then create a profile and add Your payment method.

It is Your responsibility to ensure that the registered payment card is valid, that it has a sufficient balance and is not blocked.

As it is Your responsibility to ensure that Your payment information on the Milence account is up-to-date and valid at the time of attempting to purchase a charging session through the Milence App, failure to provide a valid payment method (either a bank card with sufficient funds for the pre-authorization or a valid eMSP contract) will result in the charging session not starting and Milence not dispensing energy into the vehicle.

2.3. Update of the App

From time to time, We may automatically update the Milence App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, We may ask You to update the Milence App 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 Milence App or be deprived of certain functionality.

3. Price, invoicing, payments

3.1. Prices

The Milence App can be downloaded free of charge.

All applicable initial prices of the charging session are valid inclusive of VAT and are indicated on the App before the start of the charging session.

Initial prices may be displayed as fees per kWh of energy, fees per time of parking of an electric vehicle at the charging station, charging session starting fees, as well as any other, indicated initial fees.

You acknowledge that the final price of the charging session is strictly dependent on Your use, for example on time of charging, kwh value of consumed energy, and is, therefore, not provided before the start of the charging session.

The prices and charges specified are, unless otherwise stated, inclusive of indirect taxes (e.g. VAT), withholding taxes and other duties

3.2 Receipt

You can download a receipt on Your Profile. The receipt will be provided by Our local entity – affiliate of Milence Services Holding B.V. – in the country where the charging session has been done.

3.3 Payment

Upon confirmation of payment, You agree to pay using the payment methods indicated and authorize Us and/or the third party payment processor to debit or otherwise process the payment methods You have chosen.

The Milence App and/or the applicable third party payment processor will charge, and You will be responsible for, any taxes, tariffs, levies, or other charges.

Unless expressly stated otherwise at the time of purchase, all transactions listed by the Milence App are denominated in the local currency of the selected charging station

4. Terms and termination

4.1. Term

Your access to the Milence App shall commence and take effect from Your acceptance of the Terms of Use and shall continue until terminated in accordance with "Termination by Us" or "Termination by You".

4.2. Termination by You

You may terminate Your access to the Milence App by deleting Your account as a registered user.

4.3. Termination by Us

Milence may terminate Your registration or restrict access to certain parts of the Milence App if Milence reasonably believes that You have violated the Terms of Use, and/or the Site Rules. We will notify You that Your account has been terminated or restricted, unless We have legal or regulatory reasons or other serious reasons preventing us from notifying You.

4.4. Effect of Termination

Once Your account has been deleted, You will no longer have access to the Milence App.

Please note that We may retain certain personal data for legitimate business purposes or to comply with legal or regulatory obligations, in accordance with our [Driver App Privacy Statement](#).

The above termination does not affect any existing legal consequences with respect to billing processes that have taken place.

5. Liability

5.1.

Milence is not responsible for, and therefore incurs no liability hereunder with respect to:

- (i) the continued availability and operation of (a) the public electricity, internet and communications infrastructure necessary for the operation of the charging session;
- (ii) the suspension of the charging session or the Milence App for reasons which ultimately prove to be incorrect, but Milence had, at the time of suspension, reason to believe that there were grounds for suspension.

Milence shall under no circumstances whatsoever be liable to You or any 3rd party, whether in equity, contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with Your participation in the Milence App and Your associated operation and use of Milence App for:

- loss of actual or anticipated profit, sales, savings, use, business, business opportunity or revenue;
 - losses caused by business interruption;
 - loss of goodwill or reputation;
 - loss or corruption of data, information or software; or
 - any indirect, special or consequential cost, expense, loss or damage suffered;
 - even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by You and/or Milence;
- unless the loss or damage is caused by Milence's gross negligence or wilful misconduct, and never beyond what You are entitled to under mandatory legislation.

Milence disclaims all warranties, express or implied, regarding your participation in the App and Your associated operation and use of the App.

You understand and agree that Your participation in the App and Your associated operation and use of Milence App is at done at Your own risk, cost and consequence and that You are solely responsible for any damage suffered by You or any 3rd party as a result of Your participation in the App and Your associated operation and use of Milence App.

5.2. Navigation system

Milence accepts no responsibility for the navigation system to Milence charging stations. The Milence App only redirects You to Google Maps and/or Apple Maps - and is not necessarily suitable for electric heavy goods vehicles.

Milence shall not be liable for any direct or indirect loss or damage arising from a navigation error.

5.3. Force majeure

Milence is not liable hereunder to You for any delay or non-performance of its obligations in the event such delay or non-performance is due to official action, change in law, war, sabotage, failure or delay in delivery, irregularities in the supply of electricity, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the reasonable control of Milence (for the avoidance of doubt, matters that are only within the reasonable control of Milence 's subcontractors shall not be deemed to be within Milence 's reasonable control).

The aforementioned also applies if Milence is the subject of a strike, boycott and/or blockade.

6. Modification of those terms of use

We may modify those Terms of Use from time to time at Our discretion. If We modify those Terms of Use, then such modifications shall take effect proactively, upon Your subsequent access to the Milence App.

7. Privacy & Data protection

Milence or commissioned service providers require the collection, processing and use of data pertaining to You for the implementation of the contractual relationship. This will be done in accordance with the provisions of the General Data Protection Regulation (2016/679) and other applicable data protection legislation.

The unique identification number that is used to identify You, personal details and transactional details may be transferred to the operator of the charging station for the purpose of activating the charging stations, solving potential issues regarding the charging session and invoicing. Personal details, contact details and transactional details may also be transferred to the partners of Milence if they are contracted by Us to facilitate the delivery of Our services to You or if We are under a legal obligation to hand over information to public authorities.

We process personal data through the Milence App in accordance with Our [Driver App Privacy Statement](#).

Milence may use non-personal data collected in the provision of the Milence App to (i) improve the Milence App, and its other products and services, and (ii) share statistical information with its cooperation partners.

8. 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

9. Severability clause

These Terms of Use neither exclude nor limit any of Your mandatory rights in the country of residence that cannot by law be waived. If a provision of these Terms of Use is found to be invalid, the remaining provisions will not be affected and the invalid provision will be replaced with a valid provision that comes closest to the result and purpose of these Terms of Use.

If certain parts of these Terms of Use are not relevant for Your use of the Milence App, it shall not impact the validity or enforceability of any other provision of the Terms of Use or the Terms of Use as a whole.

The provisions of the Terms of Use that are intended to survive termination of Your registration remain valid after such termination.