



Terms and Conditions for Card Payment 2024

Commercial Vehicle Charging Europe B.V.



1. INTRODUCTION

1.1. These terms and conditions ('Terms') apply to you when you are using a Payment Card (defined at clause 1.2 below) to pay for charging your electric commercial vehicle at a charge point located at Milence Hubs. These Terms set out your rights and obligations when using a Payment Card.

1.2. For the purposes of these Terms, a Payment Card is a debit card, credit card, mobile phone or other device that is used to make payments at a card terminal for electric commercial vehicle charging at charging points at Milence Hubs.

2. USING YOUR PAYMENT CARD

2.1. You can use your Payment Card to pay for charging your electric commercial vehicle at charging points at Milence Hubs.

2.2. It is your responsibility to check the tariffs for costs of charging at the payment terminal at each individual charging point before you begin charging your electric commercial vehicle.

2.3. So that you can check the tariffs for the cost of charging before you charge your electric commercial vehicle, tariff information is available at the payment terminal at each individual charging point. You can also access full tariff information online at <https://milence.com/faq>.

3. PAYING WITH A PAYMENT CARD

3.1. When you insert or tap your Payment Card at a Milence card terminal, you are giving authorisation for the cost of charging your electric commercial vehicle, including any additional fees, to be charged to your Payment Card.



3.2 Upon starting a charging session, your Payment Card information (such as card type and expiry date) and other financial information that is required by our payment processing partners to handle your payment, will be collected and processed. Such information will not be stored by us and will be processed by our payment provider Worldline only. Our payment processing partner will make a temporary pre-authorisation on your Payment Card to verify the available balance and to enable you to initiate the charging session. At the end of your charging session, the final cost will be charged to your Payment Card and any remaining pre-authorized amount will be released. Please contact your Payment Card company in case you require further information on this process.

3.3. Milence will charge the fee for charging your electric commercial vehicle to your Payment Card after you have completed the charging session. The amount charged to your Payment Card will be calculated based on the tariff appropriate for the individual charging point and amount of electricity you consumed, as well as any applicable additional fees.

3.4. If your Payment Card is declined at the charging point or you experience any problems charging your electric commercial vehicle when paying by Payment Card, please contact your bank or try another card. In the event of an issue with the terminal please get in touch using the contact details set out in clause 12 below.

4. USING THE MILENCE HUBS

4.1. You agree that you will abide by the terms of use when using the Milence Hubs and the charging points, which can be found here: www.milence.com/legal

4.3. Milence does not guarantee the performance nor continuous availability of charging points at the Milence Hubs. Although problems are rare, like all public services, from time to time they do happen. Service from charging points can be interrupted for a number of reasons including cellular telecommunications issues, grid connection and other electrical issues as well as other matters that are not within Milence's control. Milence tries to resolve issues as soon as possible after becoming aware of them.



5. PERSONAL INFORMATION

5.1. Milence does not store any of your details (such as Payment Card details) as part of the payment process when using your Payment Card, unless you provide Milence with your details via any direct contact you have with Milence.

5.2. Milence's Privacy Statement covers your rights to access and request correction of any of your personal information that Milence may hold. Please read the Privacy Statement carefully. Milence's Privacy Statement can be found here: <https://milence.com/privacy-statement/>

6. INTELLECTUAL PROPERTY

Milence owns, or has obtained a valid licence to use all copyright, trademarks and other intellectual property rights in connection with the Milence website and the provision of access to use charging points at Milence Hubs for the purpose of, inter alia, charging an electric commercial vehicle.

7. LIABILITY

7.1. Milence is providing the charging and payment services to you 'as is' and you are using these at your own risk. To the extent permitted by law, all warranties and conditions whether express, implied or statutory with respect to the services and the Milence website or the Milence app are excluded.

7.2. Milence shall not be held liable for any consequential loss or damage, including, without limitation loss of profits, loss of income and loss of turnover, arising from or relating to the performance of its obligations with respect to the charging services, the Milence website or the Milence app.

7.3. To the extent permitted by law, in no event will Milence, nor its directors, employees, agents, partners or any other party involved in creating, producing or delivering the charging services, the Milence website or the Milence app, be liable under contract, tort (including negligence) or otherwise under or in connection with these Terms and/or your use of or inability to use the charging services,



the Milence website or the Milence app. This applies, without limitation, to any loss or damage which you may suffer as a result of or in connection with:

7.3.1. any failure or defect of, or damage caused by, any charging point on the Milence Hubs;

7.3.2. any changes to the number or locations of charging points at any Milence Hub;

7.3.3. third party damage to charging points, vehicles or any other third-party property;

7.3.4. any out of date or incorrect information displayed on the Milence website or the Milence app;

7.3.5. any third-party software and services embedded in the Milence website or the Milence app, including payments services;

7.3.6. any bugs, viruses, trojans, spyware or the like (regardless of the source of origination);

7.3.7. the actions or inactions of other Milence website or the Milence app users; or

7.3.8. suspension or loss of access to the Milence website or the Milence app or any functionality.

7.4. Nothing in these Terms shall limit or exclude Milence's liability for death or personal injury caused by Milence's negligence or for fraud or fraudulent misrepresentation.

7.5. You will be responsible to Milence for any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against Milence by any other person as a result of your use of the Milence Hubs and/or your use of the Milence website or the Milence app in breach of these Terms, the terms for the use of the Milence Hubs, the terms for the Milence app, or any third party terms.

7.6. You acknowledge that the Milence website or the Milence app are provided at no charge and accordingly the exclusions of liability and indemnity set out in this clause are fair and reasonable.

8. CHANGES TO THESE TERMS



8.1. Subject to the remainder of this clause, Milence may amend these Terms from time to time by publishing an updated version on the Milence website and in the Milence app. Please check the Terms published on the Milence website and in the Milence app periodically for changes. Your continued use of the Milence website or the Milence app following publication of updated Terms confirms your acceptance of the updated Terms.

9. GENERAL

9.1. You must comply with any additional terms and conditions, or instructions from Milence, brought to your attention at the card payment terminal, in the Milence website or the Milence app, when you are using the Milence Hubs, Milence website or the Milence app.

9.2. You agree that:

9.2.1. you will not use the Milence Hubs, Milence website or the Milence app for any unlawful purpose, in any way that interrupts, impairs, damages the Milence Hubs, Milence website or the Milence app or renders each less efficient, or to transfer files that contain viruses, trojans or other harmful programmes, or to penetrate or attempt to penetrate any security measures, or to obtain the Payment Card information of any user of the Milence Hub;

9.2.2. you will not do anything Milence reasonably considers to be disreputable or capable of damaging its reputation, the Milence Hubs, Milence website or the Milence app or the charging services; and

9.2.3. you will comply with all applicable laws.

9.3. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or removed to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. The failure of Milence to exercise any right shall not be deemed a waiver of that right or any other rights that Milence may have.



9.4. These Terms will be governed by and construed in accordance with the laws of the Country in which the associated charging session takes place at a Milence Hub. The local courts to the applicable Milence Hub (i.e. English courts if the charging session takes place at a Milence Hub in England) will have jurisdiction to hear any disputes or claims (including non-contractual disputes or claims arising out of or in connection with these Terms or its subject matter or formation.

9.5. These Terms were updated on 27 March 2024.

10. CONTACT DETAILS

Milence can be contacted using the details found here: <https://milence.com/contact/>