



Milence App - Terms of Use

Milence Service Holding B.V.

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Milence Service Holding B.V.
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1. ACCEPTANCE

These Terms of Use form an agreement between Milence Services Holding B.V., with its registered office at Karspeldreef 8, 1101 CJ 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 [Legal - Milence](#).

These Terms of use apply to any person accessing or using the App, whether or not such person has created an account or is otherwise registered with Us.

By accessing or using the App, you acknowledge that you have read and agree to comply with these Terms of Use.

2. SCOPE OF THE APP

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

- Search and find a Milence charging hub ;
- Navigate to a Milence charging hub via Third-Party Navigation Systems;
- See information about Milence charging hubs (active charging sessions, capability, services available, ..) ;
- See the applicable prices on Milence charging hubs : the App shows the basic tariffs applicable to the Milence charging hub which are shown exclusive of any VAT and are indicated on the App as the Milence base tariff. You acknowledge that the final price of the charging session to be paid is strictly dependent on additional factors and is strictly determined by 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, exclusive of indirect taxes (e.g. VAT), withholding taxes and other duties.
- Select your favorite Milence charging hubs ;

3. INSTALLATION AND UPDATE OF THE APP

3.1. Installation of the App

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

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

The Milence App can be downloaded free of charge.

3.2. 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.

3.3. Deletion of the App



If You no longer wish to use the App, You may delete it from Your mobile device. Once the App 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 privacy policy [Legal - Milence](#).

4. LIABILITY

5.1.

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

- (i) the continued availability and operation of the public electricity, internet and communications infrastructure necessary for the operation of the charging session;
- (ii) the suspension of 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 third 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 Milence App and Your associated operation and use of the Milence App.

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

5.2. Navigation system

Milence accepts no responsibility for the navigation system to Milence charging hubs. The Milence App only redirects You to Third Parties navigation systems such as Google Maps 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

Commented [PG1]: Or other navigation apps



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.

5. MODIFICATION OF THESE TERMS OF USE

We may modify these Terms of Use from time to time at Our discretion.
We will inform You of the updated Terms of Use through the Milence App or by other appropriate means. If We modify these Terms of Use, then such modifications shall take effect proactively, upon Your subsequent access to the Milence App.

6. 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.

We process personal data through the Milence App in accordance with Our privacy policy as provided here: [Legal - Milence](#).

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.

7. 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

8. 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 the deletion of the App.