



Terms and Conditions for the E.ON Drive Public Application

1. Scope and Parties

These Terms govern the use of the E.ON Drive Infrastructure Denmark ApS (hereinafter “Company” or “EDRI DK”) mobile application “E.ON Drive Public” and web payment page (the “App”) to start, monitor and pay for charging sessions at charging points owned and/or operated by Company or its affiliates (the “Charging Network”). No third-party roaming locations are included. Users may be consumers or business customers. If you create an account on behalf of a company, you confirm you are authorized to bind that company.

2. Definitions

- 2.1 **“App”** The E.ON Drive Public mobile application and any associated web payment page through which users start, monitor, and pay for Sessions.
- 2.2 **“Balance”** means the user’s in-app balance in a stated currency credited in the application. Balance is consumed before card charges unless the user chooses otherwise.
- 2.3 **“Billing entity”** The Company entity responsible for billing a Session.
- 2.4 **“Charging Network”** The network of Charging Points owned and/or operated by Company or its affiliates and made available via the App; it excludes third-party roaming locations unless explicitly stated otherwise.
- 2.5 **“Charging Point”** A physical EV charging device (including its connectors, screens, and payment terminal if present) at a site on the Charging Network.
- 2.6 **“Connector”** The specific socket, plug type, or bay on a Charging Point through which a Session is delivered, identified in-app or on-site by a connector or station ID.
- 2.7 **“Country Annex”** The section listing country-specific billing entities, settlement currencies, tariffs/idle-fee notes, local contacts, and mandatory disclosures.
- 2.8 **“Fiscal invoice”** means a compliant tax invoice that we issue upon request or automatically when the “Require invoice” function is enabled.
- 2.9 **“Grace period”** The period shown in the App during which no idle (blocking) fee accrues after the charger signals start of the Session.
- 2.10 **“Guest”** A user who proceeds without registering an account, with limited functionality and ad-hoc payment options.



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- 2.11 **“Idle (blocking) fee”** A per-minute fee that accrues when a vehicle remains connected after the grace period following charge start, until unplugged or Session end.
- 2.12 **“MIT”** means “Merchant-initiated transaction” (MIT) and is a card charge initiated by us after you have set up a saved card.
- 2.13 **“Override / Charge Now”** means a user action that disables Smart Charging optimisation for a specific charging event and initiates charging immediately at the Smart Charging Tariff applicable at the time charging begins, as displayed pre-start.
- 2.14 **“Preferred Country”** The country the user selects on first login (e.g., Denmark) to tailor discovery, pre-start tariff display, local disclosures, and contact details; it does not affect governing law or venue.
- 2.15 **“PSP payment page”** A secure payment page hosted by a third-party payment service provider (not under our domain) used for ad-hoc payments by guests or where card-present flows apply.
- 2.16 **“Receipt”** A receipt confirms payment and lists Session details;
- 2.17 **“RFID Card”** A contactless card issued by the Company (or taken-over by the Company from E.ON Drive ApS) or any other third party issuer and linked to a user account to start Sessions on the Charging Network.
- 2.18 **“SCA”** means *Strong customer authentication* (SCA) and is a security step your bank may require at setup.
- 2.19 **“Session”** A single charging transaction beginning when energy delivery starts and ending when the user, the Company, or the Charging Point stops energy delivery.
- 2.20 **“Session Summary”** The post-Session screen showing amounts, timestamps, energy (kWh), average power (kW), idle time, and other informational metrics.
- 2.21 **“Settlement currency”** The currency in which settlement occurs, both disclosed pre-start and on the receipt.
- 2.22 **“Smart Charging”** means functionality that schedules, delays, starts, pauses, resumes or otherwise controls charging to meet a user-defined Target and to optimise charging based on parameters such as dynamic prices and/or grid/site constraints, as shown in the App.
- 2.23 **“Smart Charging Subscription”** means a paid, auto-renewing plan (where offered) that enables Smart Charging and the Smart Charging Tariff for an eligible vehicle/account as displayed in-app at purchase.
- 2.24 **“Smart Charging Tariff”** means a time-variable per-kWh tariff applicable to Sessions under an active Smart Charging Subscription, calculated and disclosed in accordance with Section 7 and displayed in the App before you start.
- 2.25 **“Smart Charging Blocking Fee”** means a per-minute fee (where offered) that accrues for Smart Charging Subscribers only after the threshold described in the Smart Charging Subscription section, and is disclosed in-app before start.



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- 2.26 **“Station ID”** The unique identifier printed on the charger (including in QR codes) and displayed in the App to identify the relevant site, connector, or zone.
- 2.27 **“Subscription”** or **“Subscriber tariffs”** A paid, auto-renewing plan (where offered, including Smart Charging Subscriptions) that provides special commercial conditions for charging in Denmark as published in-app while active.
- 2.28 **“Target”** means the user-defined charging objective such as (i) target state of charge (SoC), (ii) latest completion time (“Ready by”), (iii) minimum SoC, or (iv) other parameters shown in the App.
- 2.29 **“Voucher”** A code redeemable in the App that credits the user’s in-app balance in a stated currency; balance is consumed before card charges unless the user chooses otherwise.

3. Registration

- 3.1 You may access the App by registering an account or as a guest. Account sign-in can be completed using email (with verification) and via a password; where available, third-party providers (e.g., Apple or Google) may be used and will share basic profile information (name and a verified email). Guest use offers limited functionality and may require an email address to deliver receipts or fiscal invoices.
- 3.2 For security and compliance, we may apply verification and anti-abuse measures (such as password rules, temporary lockouts and additional checks) and send transactional messages related to authentication and account safety. You are responsible for keeping your information accurate, securing your device, and notifying us promptly of suspected unauthorized use; a password-reset flow is available when a password is used.

4. Service Description

The App provides the ability to start/stop Sessions, view status of the Charging Network and Sessions (where available), and pay for delivered energy. The Charging Network is provided on an *“as available”* basis; availability may be affected by maintenance, grid or site issues. The Company does not provide parking, valet, or vehicle services.

4.1 Start Charging Screen & Payment Authorisation

- a) **Pre-start information & pricing.** Before you start, the screen shows the station name, connector type and power, connector or station ID, your selected payment card (with a Change option), the price per kWh, and the idle (blocking) fee per minute with a grace period. The station page displays the price per kWh any other applicable fees (e.g. idle/blocking fees and applicable conditions) for the selected connector before you start.



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Prices may vary by country or site and are shown in the applicable currency where available.

- b) **Start Charging.** Tapping “Start Charging” sends a start command to the Charging Point and places a pre-authorisation hold on your card. Strong customer authentication (for example, 3-D Secure) may be required by your credit card issuer.
- c) **Authorisation to charge.** By tapping “Start Charging”, you authorise us to capture the session charges (kWh delivered plus any idle fees) once the Session ends. If a Session fails to start and no energy is delivered, we will release or reverse the pre-authorisation subject to your bank’s timelines.
- d) **Cancel before energy flows.** If available, you may cancel prior to charging actually beginning without incurring energy charges. This does not affect any third-party parking rules or fees outside our control.

4.2 During a Charging Session

- a) **Live data.** While charging, the App may display state of charge, power (kW), energy delivered (kWh), elapsed time, and a running amount based on kWh consumed. Values are indicative and depend on charger or vehicle reporting.
- b) **End charging.** You can end the Session from the App by tapping End charging session, at the charger via the charger screen (where available), or by unplugging where permitted. Ending stops energy delivery and billing for kWh.
- c) **Completion & idle-fee notice.** When the charger indicates charging complete, the App shows a notice to move your vehicle. The idle (blocking) fee per minute begins after a grace period shown in the application following start of the Session and continues until unplugged or Session end. Where available, the App may show a countdown to the end of the grace period.
- d) **Push/SMS/email.** If you enable notifications, we may send service alerts about Session status (for example, start, completion, interruptions, or grace-period reminders). Message frequency varies by activity; you can control notifications in settings.

4.3 Smart Charging (scheduled / optimised charging)

- a) **Functionality.** If enabled under a Smart Charging Subscription, Smart Charging may automatically delay, start, pause, resume or stop charging to meet your Target and to apply optimisation rules shown in the App, including optimisation based on the Smart Charging Tariff and/or grid/site constraints.
- b) **Best-efforts basis; no guarantee.** Smart Charging is provided on a best-efforts basis. We do not guarantee specific savings, that charging will complete by a specific time, or that



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your vehicle will reach a specific SoC. Performance may be affected by charger availability, vehicle behaviour, power limitations, communication failures, or third-party services used for vehicle connectivity or charging control.

- c) **Your control; Override/Charge Now.** You can change your Target, disable Smart Charging, or use Override/Charge Now for a specific charging event. Override initiates charging immediately and applies the Smart Charging Tariff for the time intervals during which energy is delivered.
- d) **Control commands and session structure.** Smart Charging may send multiple control commands during a charging event (e.g., pause/resume). Depending on charger/vehicle behaviour, this may result in separate Sessions.

4.4 RFID Cards

- a) **Issuance & ownership.** RFID cards are issued by the Company to you when ordered via the App for use on the Charging Network and remain Company property. The applicable issuance fee and the replacement fee are displayed in the application.
- b) **Shipping.** Cards are shipped within Denmark only, delivery can take up to 10 working days from approval or payment.
- c) **One card per account.** A maximum of one card per account is permitted. No deposit is required.
- d) **Link to account & payment.** Cards are linked to your user account. Sessions started with a card are billed to your account using your balance first (if any), then your saved credit card.
- e) **Loss/theft & blocking.** You must promptly block a lost or stolen card in the App or via support. You are responsible for any charges made before you request blocking.
- f) **Misuse & deactivation.** We may disable cards suspected of misuse, fraud, or violation of these Terms. Cards may be revoked when your account is closed.
- g) **No roaming.** RFID cards work only on the Company's Charging Network and do not support third-party roaming.
- h) **Linking RFID cards to user account.** You have the possibility to link any RFID Card or Token, whether issued by the Company or any other issuer (including from other Charge Point Operators or eMobility Service providers), to your user account. If you decide to link any RFID token issued by a third-party issuer to your account, you explicitly accept that when using the linked RFID card or token at chargers in the Charging Network, the Company (or its affiliates) will charge you the tariffs displayed in the application. You expressly accept that you will **not** be charged by the third-party issuer of the RFID card or



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token at the tariffs agreed with the third-party issuer, but by the Company at the tariffs displayed in the E.ON Drive Public application.

4.5 Subscriptions

- a) **Geographical availability.** Subscriptions may be offered by the Company only for charging at Company-operated Charging Points located in Denmark. Subscriber tariffs will not apply to charging at Company (or its affiliates) chargers outside Denmark, for which regular ad-hoc charging tariffs will apply. Subscriber tariffs do not provide roaming benefits. Please note that different subscriptions can be booked by consumers and by business customers.
- b) **One subscription per car.** When your subscription is created, we link it to one specific car, which is the only car your subscription may be used for. This means that if you have several cars that you want to charge on Company's charging network, you must have a subscription for each car. Company may at any time require you to provide information about the car that is necessary for Company to assess the use of the subscription, including, for example, the license plate number, chassis number, and registration date. You must contact Company's customer service if you change cars so that we can re-register your subscription.
- c) **Plan & fee.** The plan name and monthly fee are shown in-app at purchase. A saved payment card is required to activate a subscription.
- d) **Subscriber tariffs.** While the subscription is active, Sessions started in Denmark are billed at **fixed or time-variable** per-kWh subscriber tariffs by charger category as published in-app at the time of charging. For the same charging session different time-variable prices may apply and we will charge you the actual kWh consumption per applicable price. These tariffs are VAT-inclusive for consumers. All sites for which subscriber tariffs apply are displayed in the app. Subscriber tariffs are non-transferable and apply only to the user who is registered and holds the active subscription. You are not allowed to share, assign, or otherwise make available subscriber tariffs to other users.
- e) **Idle fee unchanged.** The subscription does not change the idle (blocking) fee or the in-app shown grace period described in §6.
- f) **Renewal & cancellation.** Subscriptions auto-renew monthly until you cancel. You can cancel your subscription at any time in the App. After you cancel, your subscription remains active until the end of the current billing period, and no further monthly fees will be charged after that period. We do not provide refunds or proration for partial months. If we cannot collect the monthly fee (for example, because your saved card fails), we may suspend subscription benefits until payment is resolved; you can then still start Sessions at standard non-subscriber tariffs.



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- g) **Billing & currency.** The monthly fee and subscriber Sessions under the plan are settled in DKK. The monthly fee is charged to your saved payment card as a merchant-initiated transaction (MIT) after initial setup; your bank may require strong customer authentication (SCA) at setup.
- h) **Changes.** We may change the monthly fee and/or subscriber tariffs with at least 1 month's prior notice, unless the changes are only beneficial to you, in which case no notice period is required. If you do not agree with the communicated change, you may cancel the subscription before the change takes effect.
- i) **Invoices.** We issue a monthly subscription invoice/receipt separate from Session receipts. If the "Require invoice" function is enabled in your profile, we will automatically issue and send a fiscal invoice for every paid Session and for the monthly subscription fee (if any). If the Company makes available subscription offers to business customers, those must add their VAT number to receive a VAT invoice.
- j) **For business customers only: authorisation to charge monthly.** By entering into the subscription, you authorise us to accrue all session charges (kWh delivered plus any idle fees) for the month in question, and to capture these accrued charges together with the monthly subscription fee in one transaction from your credit card at the end of the month.
- k) **Smart charging subscription.**
 - (i) **Smart Charging Tariff (new tariff).** While the Smart Charging Subscription is active and Smart Charging is enabled, Sessions started under Smart Charging are billed under the Smart Charging Tariff (time-variable per-kWh pricing) as disclosed before start. The Smart Charging Tariff replaces standard site tariffs for those Sessions.
 - (ii) **Override / Charge Now.** If you require immediate charging, you may use Override/Charge Now. Charging will begin immediately and energy will be billed at the Smart Charging Tariff applicable to the time intervals during which energy is delivered (including the then-current interval). The subscription fee remains payable for the billing period.
 - (iii) **Subscriber-only Smart Charging Blocking Fee.** For Smart Charging Subscribers only, a Smart Charging Blocking Fee may apply if your vehicle remains continuously connected for more than fifteen (15) hours ("15-hour threshold") during a Smart Charging event, regardless of whether energy is actively flowing at that moment. The fee rate and the exact start time calculation (from plug-in time or from the time the Session/event is initiated, as displayed) will be shown in the App before you start and on the receipt where feasible.



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- (iv) **Suspension.** If we cannot maintain the technical prerequisites for Smart Charging, we may suspend Smart Charging features while allowing standard charging in the App.

5. Right of use

- 5.1 The Company grants you a simple, non-exclusive, non-sublicensable, non-transferable right to use the E.ON Drive Public app limited to the term of this contract. This right of use shall remain in force unless and until terminated under the terms of this agreement.
- 5.2 You are not entitled to any rights that are not expressly granted above. In particular, you are not permitted to use any service for purposes other than those agreed, nor to allow third parties to use them or make the software available to them. You are not permitted to reproduce, sell or transfer the E.ON Drive Public app, particularly not to rent or lend it to others. You must take all necessary precautions to prevent unauthorised use the services and the software.

6. Reselling or electricity

We act as an electricity reseller. This means that you are liable for tax filings *if* you are also a reseller of electricity. In this context, you are obliged to inform us immediately if you are also a reseller of electricity. Then you must provide us with a valid electricity reseller certificate from your tax office so that the reverse charge procedure can be applied. Upon request, we will provide you with proof of our electricity reseller status. If you are not a reseller of electricity, the electricity purchase will be billed with the applicable sales tax. However, if you fail to declare your reseller status, thus violating your reporting obligation, or declare your reseller status late and/or do not submit the respective electricity reseller certificate, we shall not be responsible for any tax disadvantages that may arise as a result. We may charge you for any additional costs incurred as a result of having to correct your data and/or invoices.

7. Prices, Fees and VAT

- 7.1 **Tariff.** Sessions are priced by energy consumed (kWh) measured by the Charging Point. An idle (blocking) fee per minute applies if the vehicle remains connected after the grace period displayed in the application following charge completion (see §8.2). Other fees may apply and will be displayed in-app before you start a Session. Tariff and idle-fee rates may vary by country and/or site and are disclosed before you start a Session. If you hold an active subscription (see §3.4) and charge in Denmark, the applicable subscriber per-kWh tariffs published in-app will apply instead of standard site tariffs; the subscription does not change idle-fee pricing and conditions.



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- 7.2 **Price display.** Before you start a Session, the App/payment page shows the kWh price and the idle fee per minute with its grace period, in the applicable country's currency where available. The same information appears on the receipt where feasible.
- 7.3 **Smart Charging Tariff – time-variable pricing (new tariff)**
- a) **Method and source.** The Smart Charging Tariff is a time-variable per-kWh tariff calculated based on the method described in-app (for example, reference market prices and/or network costs and a disclosed markup). The applicable method, reference price source (if any), and any fixed components are described in the App.
 - b) **Pre-start disclosure.** Before you start a Smart Charging Session/event, the App will disclose the applicable Smart Charging Tariff information in a clear manner, which may include (i) the current per-kWh price, (ii) the next scheduled time intervals and their per-kWh prices (where available), and/or (iii) the calculation method if exact future prices cannot be displayed. The receipt will reflect the pricing applied for the intervals during which energy was delivered.
 - c) **Application during pauses/resumes.** Because Smart Charging may pause/resume charging, the per-kWh price applied is the Smart Charging Tariff for the time interval(s) when energy is actually delivered. No per-kWh energy price applies for periods when no energy is delivered, but blocking/idle fees may apply as disclosed.
 - d) **Override/Charge Now.** If you choose Override/Charge Now, the Smart Charging Tariff will apply for the time interval in which charging begins and for subsequent intervals in which energy is delivered.
- 7.4 **VAT.** Consumer prices are shown VAT-inclusive where required; invoices (if requested) show VAT breakdown.
- 7.5 **Currency & billing outside Denmark.** Charges outside Denmark will be billed by the Company's affiliates listed in the country specific Annex (§18). The App may display prices in your Preferred Country's currency where available; the settlement currency and billing entity will be shown before you start a Session and on the receipt. Exchange rates and bank fees (if any) are outside our control.

8. Payment, Settlement & Invoices

- 8.1 **Payment methods.** The application supports credit/debit cards (major schemes) as primary payment methods. Other payment methods may be added by Company to the application over time. You may also pay for Sessions using an in-app balance funded only via vouchers (see §6.5). For ad-hoc use, payment is processed on a secure PSP payment page not under our domain; strong customer authentication (SCA) may be required by your issuer. Registered



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users may save a card (or other payment method, once available) for one-click payment within the App. We may place a pre-authorisation hold at start; by tapping “*Start Charging*”, you authorise the capturing of the session charges upon completion. Subscriptions (see §3.4) are charged to your saved card only via merchant-initiated transactions (MIT) after initial setup. Vouchers cannot be used to pay the monthly subscription fee.

8.2 **Settlement timing.** We capture fees per session after it ends and add any accrued idle (blocking) fees calculated per minute after the grace period.

8.3 **Receipts & invoices.** After each Session, you can view a Session Summary and Download receipt in-app. If you need a fiscal invoice, you can request it in-app (from the Session Summary or History) or enable the “*Require invoice*” function in your profile to automatically receive an invoice for every paid Session. Subscription fees generate a separate monthly invoice/receipt. Guests who used have skipped registration must provide a valid email address to receive the invoice. Business users must add their VAT number and legal entity details in the App.

8.4 **Failed payments.** If a payment fails, you authorize us to retry to send the payment request and agree that access may be restricted until resolved.

8.5 **Vouchers & in-app balance**

a) **Redemption of vouchers.** You may redeem vouchers in the App, which credit your in-app balance.

b) **Voucher validity.** Voucher codes are valid for a maximum of 3 months from issuance (unless a shorter validity is shown). After expiry, unused codes cannot be redeemed. Once credited to your balance, the credited amount does not expire or forfeit unless the account is deleted by you.

c) **Scope.** Vouchers may be country-specific or network-wide. The scope of a voucher is displayed at redemption.

d) **Currency.** Vouchers are redeemed in the voucher’s stated currency; the credited balance is held and spent in that currency. Cross-currency redemption is not supported.

e) **No refunds; no resale.** Voucher credit is non-refundable, not redeemable for cash, non-transferable, and may not be resold.

f) **Order of application.** By default, for Session charges we apply: (1) voucher balance; then (2) your card for any shortfall. You may disable balance auto-use and prefer card first globally (Settings) or per session where available. Where required by law, VAT handling for voucher application appears on your invoice/receipt.

g) **Termination.** If the contractual relationship is terminated and the account is deleted, the in-app balance will be deleted.



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8.6 Smart Charging authorisation (control commands; billing per delivered kWh)

If you enable Smart Charging, you authorise us to send charging control commands (including start, pause, resume, and stop) according to your Smart Charging settings and to bill energy delivered and applicable fees resulting from such commands, including where technical reasons lead to more than one Session being created. Subscription fees and any Smart Charging Blocking Fee (where applicable) may be charged as described in these Terms using your saved payment method after initial setup.



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9. Session Control, Safety & Blocking Fee, User conduct

- 9.1 **Start/stop.** Users can start and stop Sessions via the App or payment page. We may stop a Session for safety, grid or operational reasons.
- 9.2 **Idle (blocking) fee accrual.** An idle (blocking) fee accrues per minute if the vehicle remains connected after a grace period following charge start and continues until the vehicle is unplugged or the Session is ended (whichever occurs first). There is no cap on the idle fee unless explicitly stated in the App for a specific site.
- 9.3 **No min/max amounts.** No minimum or maximum energy charges apply.
- 9.4 **Site rules.** Follow posted instructions and promptly free the bay once charging is complete.

10. Availability, Service Levels, Maintenance & Support

- 10.1 **Availability, Service Levels & Maintenance.** We use reasonable efforts to keep the App and Charging Network available. However, no contractual service levels apply to response or restoration times. Planned maintenance and third-party (e.g., grid) issues may reduce availability.
- 10.2 **Support.** We provide a local 24/7 hotline and support email per country (see Annex 2 - Country Annex). Contact details are subject, the up-to-date details can always be accessed in-app.

11. Warranties & Liability

- 11.1 The App and Charging Network are provided “as is” to the extent permitted by law. Our aggregate liability for paid services per incident is limited to the amount paid for the affected Session(s), except for (a) death or personal injury caused by negligence, (b) fraud, or (c) liability that cannot be limited under mandatory law.
- 11.2 We are not liable for consequential damages and indirect losses incurred by you, including operating losses, loss of data, loss of time, and the like. Nor can we be held liable for breakdowns and malfunctions of a charger, unless we have acted with gross negligence or intent. We are also not liable for losses resulting from:
 - a) viruses, user errors, incorrect charging, and the like;
 - b) hacking;
 - c) your failure to comply with technical instructions;
 - d) breakdowns, power outages, and disruptions;
 - e) necessary maintenance and/or operational reasons; and
 - f) necessary services imposed by the authorities.



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11.3 Smart Charging is provided “as available” and may be affected by factors outside our control, including vehicle software, third-party connectivity services, charger firmware, and grid or site constraints. We do not warrant uninterrupted operation of Smart Charging or that any Target, time outcome, or cost outcome will be achieved.

12. Data use and data provision

12.1 We process a wide range of data so that we can provide the products and fulfill the individual contracts with you. Data is generated and processed when you carry out a charging process and also independently of a charging process when operating the charging infrastructure. We need this data to fulfill our contracts with you. In addition, we use the data collected to monitor the functionality of the charging infrastructure, improve our offering, and develop or commission the development of new offerings for alternative products and services.

12.2 The data processed may be both personal and non-personal. Our data processing always complies with applicable laws, in the case of personal data in particular with the General Data Protection Regulation ("GDPR", Regulation (EU) 2018/679), and in the case of non-personal data in particular with the Data Act (Regulation (EU) 2023/2854).

12.3 Details on our data processing and data provision to you can be found below in “*Annex 2 - Data Use and Data Provision.*”

13. Changes to Terms

We may update these Terms for legal, security, or product reasons. For material changes, we will notify registered users in-app or by email at least 1 month before the effective date. If you continue to use the App after the effective date, you accept the updated Terms.

14. Term & Termination

You may delete your account at any time; any outstanding amounts remain payable. We may suspend or terminate your access for misuse, non-payment, fraud, or where required by law. If your account is terminated, any linked RFID cards will be deactivated. Statutory retention of billing and transaction data will continue as required by law.

15. Assignment

15.1 You may not assign this agreement, either in whole or in part, to third parties.

15.2 The Company is entitled to transfer this agreement, in whole or in part, to an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).



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16. Complaints, Disputes, Governing law & venue

16.1 Disputes

- a) **Contact.** If you are dissatisfied or disagree with any aspect of your Agreement, you can always contact us via telephone +45 3143 8888 or via e-mail wecare.dk@edri.com. Complaints can also be sent to E.ON Drive Infrastructure Denmark ApS, Generatorvej 15, 1. sal, DK-2860 Søborg, CVR-nr. 42885746.

We will make our decision as soon as possible and no later than 3 months after the complaint has been submitted and we have received all relevant information. As a general rule, a complaint will not postpone your obligations (suspensive effect) under this Agreement, unless separately agreed with us.

- b) **Mediation.** If no agreement can be reached, or if you wish to complain, the complaint can be submitted to the Consumer Complaints Mediation Team, located at Toldboden 2, 8800 Viborg, in accordance with the rules of the public consumer complaints system in force at any given time. For more information, please visit the website of the Consumer Complaints Mediation Team and the Consumer Complaints Board: Consumer Complaints Mediation Team and Consumer Complaints Board website (www.naevneneshus.dk).

- 16.2 **Governing law & venue.** These Terms are governed by Danish law. The courts of Copenhagen, Denmark have exclusive jurisdiction, subject to any mandatory consumer venue rules.

17. Consumer Withdrawal

By starting a Session, you request immediate performance and acknowledge that your 14-day withdrawal right is lost once the Session is fully performed. For partial performance within the withdrawal period, we may charge a proportionate amount. A model withdrawal form is available in Annex 3.



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Annex 1: Country Annex

1. Availability

The App is intended for use at Company-operated Charging Points in the following countries (non-exhaustive and subject to change):

- Denmark,
- Germany,
- Poland,
- Hungary,
- Romania,
- Netherland,
- United Kingdom,
- Sweden,
- Czechia,
- Italy,
- and Other markets as they launch.

2. Tariffs

For each country, the App will disclose before you start a Session and/or on the receipt the billing entity, the settlement currency, tariff notes (including the price per kWh and the idle fee per-minute rate with a 60-minute grace period), the local consumer contact (24/7 hotline and support email), and any mandatory local disclosures. These details will be presented in-app and on receipts where applicable.

Selecting a Preferred Country determines which country-specific tariffs, idle-fee per-minute rates, currency display, and local contacts are shown by default. This preference does not create a residency requirement and does not limit charging in other supported countries. These Terms remain governed by Danish law with venue in Copenhagen, Denmark, subject to mandatory consumer venue rules. Subscriptions are currently available only in Denmark.



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3. Billing entities & local contacts

Charging sessions outside Denmark will be billed by the following entities:

- **Germany**
E.ON Drive Infrastructure GmbH
Alfredstraße 81
Essen, 45130
Germany
Service Hotline: +49 201 63013161
Support E-Mail: [E-MAIL]
operations.de@edri.com
- **Italy**
E.ON Drive Infrastructure GmbH
Via dell'unione 1,
Milano, 20122, Italy
Service Hotline: +39 0299251655
Support E-Mail:
operations.it@edri.com
- **Poland**
E.ON Drive Infrastructure GmbH
Grzybowska 2/29,
00-131 Warsaw
Poland
Service Hotline: +48 667 100 107
Support E-Mail: bok@edri.com
- **Romania**
E.ON Drive Infrastructure GmbH
3-5 Piata Presei Libere, City Gate,
South Tower, 8th floor, office 8012,
District 1, Bucharest, Romania
Service Hotline: +40 265 200607
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Annex 2: Data use and data provision

1. Processed data and roles

We process a variety of data in order to provide our services. Details of our data processing and your options for accessing the data are described and regulated in this appendix. Insofar as the data is personal data, our privacy policy also applies.

1.1 Processed data

We process the following types of data:

- a) Personal data is data that relates or can be related directly to a natural person. This includes, for example, data that is generated during a charging process and is or can be assigned to your customer account.
- b) We also process non-personal data. This includes, for example, technical data relating to our charging infrastructure that is generated during a charging process (e.g., the charging power at a specific charging location, its utilization, or technical status data of the charging stations).

1.2 Data categories

The data we process can be categorized as follows:

- a) User account data: Data provided during registration that is used to create and manage the user account and for billing purposes. This is personal data.
- b) Service-generated data: Data generated during your use of the charging network or in connection with it, which includes:
 - (i) Usage data: in particular, the start and end times of your charging process, meter readings, the amount of electricity charged, and the location of the charging process. This is personal data.
 - (ii) Operating data: Data generated in connection with your use of the charging network, which includes e.g., measurements from the charging station, such as temperature values of individual components, error and status messages from the charging station, and log files of communication between the station and the vehicle; this is "connected service data" within the meaning of the Data Act. This data is not linked to your user account or to you in any other way.
- c) Derived data: We anonymize usage data and combine the anonymized data with data from other sources to draw conclusions. We also evaluate operating data generated when you use the charging network without any direct personal reference. Derived data includes, for example, data that enables us to perform predictive maintenance.



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- d) Smart Charging data (personal data where linked to an account):
 - (i) Smart Charging settings and Targets (e.g., ready-by time, target SoC, optimization preferences);
 - (ii) Vehicle connectivity status and tokens/identifiers (pseudonymised where feasible);
 - (iii) Vehicle-reported charging data such as SoC and charging acceptance signals (where available);
 - (iv) Command logs (start/pause/resume/stop), timestamps and outcomes/errors;
 - (v) Tariff-relevant timestamps required to apply the Smart Charging Tariff correctly.

1.3 Properties of the data

Service-generated data (usage data and operating data) is continuously generated during your use of the charging network, in particular during a charging process, and stored on our backend system. We store personal data for as long as the purpose of processing exists, i.e., in the case of data relevant for billing, until the statute of limitations for possible mutual claims arising from or in connection with the individual contract for the charging process expires. We store non-personal data at our discretion, possibly indefinitely.

Selected data on your use of the charging network is displayed on the charging station display and, if you use the app, also in the app. If readily available service-generated data is not displayed in the app, we will provide it on request via an API that can be accessed via the Internet. See section 3 below.

1.4 Products and related services

The provisioning of our services includes connected products, as well as connected services within the meaning of the EU Data Act:

- a) *Connected products* within the meaning of the Data Act are our charging stations, which we provide and which are connected to our computer system ("backend").
- b) A *connected service* is our charging network, which you can use under the user agreement with us and which enables you to conclude individual contracts with us for the purchase of electricity.

1.5 Roles of the parties involved

In the provisioning of the services, we act within different roles defined in GDPR and the EU Data Act:

- a) Where personal data is processed, this is governed by the GDPR. We then act as the *controller* within the meaning of the GDPR, and you are the *data subject*.
- b) Insofar as non-personal data is processed that arises from your use of the charging network, the processing is subject to the Data Act. In this case, we are the *data owner* as the operator of the charging network, and you are the *user* within the meaning of the Data Act.



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Act. Insofar as the data arises entirely independently of your use of the charging network, no special legal requirements apply.

2. Data processing by EDRI, granting of processing rights to EDRI

2.1 Processing of personal data by EDRI

The processing of service-generated data that relates to individuals and user account data is governed by the GDPR. This data is processed in order to fulfill the user agreement with you (Art. 6 (1) (b) GDPR). Additional information on this can be found in our privacy policy.

2.2 Processing of non-personal data by EDRI

We process non-personal data (in particular operating data) for the following purposes:

- a) to provide and optimize our charging infrastructure and improve its functionality,
- b) to maintain and, if necessary, restore the operational readiness and security of our charging infrastructure;
- c) to provide support for the services we offer,
- d) to assess claims made against us by you or third parties in connection with the charging infrastructure,
- e) so that we and third parties acting on our behalf can develop new products or services (including solutions in the field of artificial intelligence (AI)); this may also be done in cooperation with other parties or through special purpose entities (e.g., joint ventures),
- f) to pass on the data to third parties (whether for a fee or free of charge),
- g) to aggregate this data with other data or to create derived data for lawful purposes, including the sale or other provision of this aggregated or derived data to third parties,
- h) to perform quality control checks.

EDRI intends to process service-generated data and derived data to improve and further develop the charging infrastructure (e.g., to optimize the locations and number of charging stations) and to develop new offerings for alternative products and services. See also section 2.3 below.

2.3 Data transfer by EDRI

EDRI intends to share the service-generated and derived data with third parties. This sharing may serve to provide and optimize our charging infrastructure, maintain its operational readiness and security, and restore it if necessary. In addition, the transfer may also serve to enable third parties to improve their systems and product offerings and to develop new offerings (for example, by sharing information on low-power charging processes in conjunction



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with certain vehicle models with the respective vehicle manufacturers or by optimizing the connection capacities of charging parks in cooperation with electricity grid operators).

You irrevocably agree that the third party may in turn pass on the data to other third parties if the limits set out in section 2.5 are agreed between the third party and the other third party.

EDRI is entitled to outsource its own data processing to service providers (in particular hosting providers and cloud computing services).

2.4 Limits on data use by EDRI and third parties

EDRI will ensure that the data recipient only receives data that is not personal to the recipient or, in the event of the transfer of personal data, that this is only done in accordance with applicable data protection law.

EDRI will not use or disclose the data in a manner that harms your legitimate interests. Therefore, EDRI will not use or disclose the data to gain insights into your financial situation or assets, or to gain insights into your use of the product that could be used to adversely affect your financial position, and will contractually oblige the data recipient accordingly. Further mandatory restrictions on data use and data disclosure under or pursuant to the Data Act remain unaffected.

3. Your rights of use and access

You have the right to access, use, and share the service-generated data as described below.

3.1 Data access and use by you

- a) If the service-generated data is not directly accessible to you in the app, we will provide you with the readily available service-generated data, i.e., it will be made available to you upon your simple request by electronic means (for contact details, see Annex 1) as required by Art. 4 (1) of the Data Act. The provision of data includes metadata and is made in a commonly readable format at EDRI's discretion. We will inform you of the further (technical) modalities for your access to the data in our response to your request for access. Derived data will not be provided.
- b) If the data provision includes confidential data and/or trade secrets of EDRI, access to and use of this data is only permitted if you have previously concluded a supplementary confidentiality agreement with us. We will provide a template separately if the data provided includes trade secrets in individual cases.

3.2 Disclosure to third parties

- a) You are entitled to disclose service-generated data and the rights we have granted you under section 3.1 to third parties or to have us disclose the service-generated data. If you want us to disclose the data directly, you can notify us via our contact details (section



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Annex 1). You can also use this method to notify us if you want us to stop disclosing the data.

- b) You may only pass on the data if you have concluded a contract with the third party regarding the transfer of data that contains at least the provisions described in section 3.2.c) below. We will also only pass on data to third parties at your request if such a contract exists.
- c) The right to transfer data does not apply if the intended recipient of the data is an operator of central platform services who has been designated as a gatekeeper for one or more of these services in accordance with the provisions of the Digital Markets Act.
- d) The agreement must ensure
 - (i) that the data recipient treats the data confidentially and provides adequate technical and organizational safeguards commensurate with the need for protection to ensure the integrity, confidentiality, and availability of the data,
 - (ii) that the data recipient is prohibited from using the data to develop products or related services that compete with EDRI's products or related services or to gain insight into EDRI's economic situation, assets, and production methods.
- e) The further transfer of data from the third party to other third parties ("chain transfer") is only permitted if the provisions of this section 3.2 are also complied with in the relationship between the third party and the other third party. In all other respects, the obligations and prohibitions of Article 6 (2) of the Data Act apply to the third party.

3.3 **Limits to your rights of use and disclosure**

You may not use, disclose, or allow the disclosure of the data in any way that violates applicable laws, breaches the agreement on the protection of trade secrets, or is used to develop products or related services that compete with EDRI's products or related services. This also applies after the termination of the user agreement and the respective individual agreement.

3.4 **Changes to data provision**

- a) We may unilaterally change the specifications of the data and the access modalities in accordance with the principles of good faith if this is objectively justified, for example in the event of a technical change to the charging infrastructure, the backend, and/or the app.
- b) In this case, we will inform you of the change immediately after the decision to make the change or after becoming aware of the change. If the change could affect your access to and use of data to a significant extent, we will notify you at least two weeks before the change takes effect. A shorter notice period may be sufficient if such notification would be impossible or unreasonable under the circumstances, for example if immediate changes are necessary due to a security breach that has just been discovered.



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4. Right to complain

If you believe that we are in breach of a provision of Chapter 2 of the Data Act (Sections 3 to 7 of the Data Act), you may lodge a complaint with the competent authority referred to in Section 37 of the Data Act.

Insofar as personal data is concerned, you will find additional information about your rights in our privacy policy.



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Annex 3: Cancellation policy & sample withdrawal form

1. Right of withdrawal

- 1.1 You have the right to withdraw from this contract within fourteen days without giving any reason.
- 1.2 The withdrawal period is fourteen days from the date of conclusion of the contract.
To exercise your right of withdrawal, you must inform us (E.ON Drive Infrastructure Denmark ApS (CVR-nr. 42885746), Generatorvej 15, 1. sal, DK-2860 Søborg, Denmark, phone: +45 3143 8888, email: wecare.dk@edri.com of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post or email). You can use the sample withdrawal form attached in this Annex 3, but this is not mandatory.
- 1.3 To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

2. Consequences of withdrawal

- 2.1 If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract.
- 2.2 We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. If you have requested that the services should begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal in respect of this contract in comparison to the total scope of the services provided for in the contract.



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3. Sample withdrawal form

To: E.ON Drive Infrastructure Denmark ApS (CVR-nr. 42885746)
Generatorvej 15, 1. sal, DK-2860 Søborg, Denmark

I/we hereby withdraw from the contract concluded by me/us

Customer number (if known):

Ordered on / received on

Name of customer(s):

Address of the customer(s):

Customer's signature (only for paper notifications):

Date:



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Addendum to Terms and Conditions for the E.ON Drive Public Application "Autocharge"

1. Scope and Parties

This Addendum govern the purchase of Charging Sessions via Autocharge in the E.ON Drive Infrastructure Denmark ApS' (hereinafter "Company" or "EDRI DK") mobile application "E.ON Drive Public" and web payment page (the "App").

This Addendum shall thus be construed and interpreted as part of EDRI DK's at all times applicable Terms and Conditions for the E.ON Drive Public App which can be visited here. www.edri.com/documents/eon-drive-app-terms-en-dk.pdf

2. Definitions

- 2.1 **"Autocharge"** means automatic charging following identification of a vehicle registered in the App, when the function is activated in the App.

3. Registration and use

- 3.1 You can access Autocharge if you register the vehicle you wish to charge in the App and then activate Autocharge. For the first Charging Session after such registration, you can start Charging by simply connecting the Connector to the vehicle. The Charging Point will then identify the vehicle and charge your account accordingly.
- 3.2 **Sale/conveyance.** In case of sale or conveying of the registered vehicle, you must deregister the vehicle or deactivate the function in the App or via our support. You are responsible for all costs that may be incurred until you have requested deregistration or deactivation. EDRI DK reserves the right to remove access to Autocharge from an inactive user account.
- 3.3 **Theft and deactivation.** You must promptly deactivate Autocharge in the App or via support in case of theft of the registered vehicle or in cases of misuse. You are responsible for any charges made before you request deactivation.
- 3.4 Charging via Autocharge is in all manners regulated in the same way as purchasing charging services via the App, using an RFID card (charging tag), or using the payment terminal at the Charging Station, and reference is made to the Terms and Conditions for the E.ON Drive Public Application www.edri.com/documents/eon-drive-app-terms-en-dk.pdf, that are currently in force.



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