

TERMS AND CONDITIONS FOR MOVEL AS

regarding the supply of electricity to chargeable vehicles and additional services
(updated 17th of June 2024)

The following is a translation of Movel's terms and conditions from Norwegian to English. Between the parties, the Norwegian version takes precedence.

Summary of the Terms and Conditions:

- You get access to My Page, which shows the consumption for each individual charging session as well as for the month and year.
- When we own the electricity subscription, you pay the same for the electricity as we purchase it for.
- You can terminate the customer relationship with one day's notice: send the termination to post@movel.no.
- For us to be able to deliver our services, the charger must have an internet connection.
- All cars with the Mode 3 Type 2 standard can be charged at the facility, but some require special solutions: for example, those that are not adapted to the Norwegian IT grid (230 volts).

1. THE PARTIES

The parties in this agreement are:

- Movel AS, organization number 917 977 798, located at Tordenskiolds gate 2, 0160 Oslo, in this agreement referred to as **we/us/our**.
- The person listed under **user information** in the subscription order form, in this agreement referred to as **you/your**.

This agreement describes the cooperation between you and us.

2. BACKGROUND

By submitting the order form and accepting the terms, you enter into an agreement with us. This agreement, hereafter referred to as the **user agreement**, governs our supply of electricity and any additional services to you, hereafter referred to as **the service**. For the agreement to be valid, you must either own the charging point or have the right to use it.

3. WHAT THE SERVICE INCLUDES

Billing of electricity consumption when we own the electricity subscription

We will bill you for your actual electricity consumption. We do not add extra costs to the price of electricity and grid rental, and will bill you for these without any surcharge. If you are entitled to electricity support, we will deduct this from the invoice. You can easily monitor your electricity consumption in the online portal **My Page**, see below.

Billing of electricity consumption when others own the electricity subscription

We will bill you for your actual electricity consumption at a price or price model determined by the owner of the electricity subscription. You can easily monitor your electricity consumption in the online portal **My Page**, see below.

Other Billing

Regardless of who owns the electricity subscription, we will also bill you for our services and any additions agreed upon with the owner of the charging facility. Information about the prices of our services can be found on our website: movel.no.

Access to My Page

If the charging technology allows it, you will have access to **My Page** on our web portal. You will be assigned a username and password for logging in. The web portal will allow you to monitor your electricity consumption.

Access Control

Control of access to the charging point is done using RFID tags. We can issue RFID tags and activate them by agreement with you.

Handling of Error Messages

In order for us to monitor operation and security, the charging point must have a stable internet connection. If an error occurs that cannot be resolved together with you or through our platform – for example, due to internet problems, incorrect use, or vandalism – we may offer to correct the error as an additional service. The conditions for such error correction will be agreed in writing each time.

Customer Service

Contact our customer support by **phone** at +47 475 04 041 or **email** to post@movel.no.

Opening Hours: <https://www.movel.no/kundeservice/>

Maintenance, upgrades, or installation of new chargers may sometimes lead to brief interruptions or deviations in the operation service.

4. PAYMENT

Price and Billing

You can find the prices for our services on movel.no. When you become a customer, you must pay a setup fee.

You will be billed retrospectively for each month, based on the number of days you have subscribed. The payment deadline is 10 days. We normally do not send out invoices amounting to less than 100 NOK. In such cases, the amount is transferred to the invoice for the next month. The invoice specifies the following:

- Our services
- Electricity consumption
- Any additions to the facility owner

When we own the electricity subscription, the invoice will also specify:

- The cost of electricity
- Any electricity support
- The cost of grid rental

Chargers connected to a facility with load management share the same electricity meter. This means that everyone charging at the facility pays the same electricity price (per kilowatt-hour) and this becomes an average price for the period being billed for. If you charge when the electricity price is low, you lower the average price. Conversely, if you charge when the electricity price is high, you increase the average price.

Credit Check

We reserve the right to perform one or more credit checks on you.

5. YOUR RESPONSIBILITY

Duty to Inform

You must inform us as soon as possible about a change of address and other significant changes that affect your customer relationship.

Liability for Damage

You may only use the charging point for vehicles with the Mode 3 Type 2 standard. **Mode 3** refers to the charger and that various parameters in the charger can be controlled. **Type 2** refers to the plug in the charger: the European standard. You must treat the charging system carefully and in accordance with instruction manuals and the like. You are responsible to the owner of the facility for any damages that you, or someone for whom you are responsible, cause to the facility. For your own safety, you should under no circumstances open the charger.

Responsibility for Charging Compatibility

The charging facility supports all electric vehicles on the market that use the Mode 3 Type 2 standard. However, some car models with this standard may still need special solutions. This especially applies to cars that are not adapted to the Norwegian IT electricity network (230 volts). For example, the Renault Zoe is designed for the TN network (400 volts three-phase) and will not be able to charge on an IT network (230 volts single-phase) without a special isolation transformer. And even with such a transformer, problems may arise. We recommend that you contact your car dealer for more detailed information.

Responsibility for Electricity Consumption

You are responsible for all electricity used from your charging point, regardless of the reason, including if others use the charging point without your permission.

Loss of RFID Tag

Make sure to keep your RFID tags safe. If you lose or damage an RFID tag, we can issue a new one for a fee. See our price list on movel.no.

6. YOUR DEFAULT

If your invoice is not paid, we will send you a reminder or a debt collection notice with a payment deadline of 14 days. If this deadline is not met, we may terminate access to our services without further notice, until you have paid what you owe. There are costs associated with both termination and reactivation. For details, please check our price list on movel.no.

We reserve the right to terminate access to the services if you fail to provide necessary and correct information about yourself, do not have the right to use the charger, use the facility for something other than charging appropriate vehicles, damage the charging system, cause operational problems, or otherwise breach the user agreement.

We may terminate the user agreement in the event of significant breach. We may also terminate the user agreement if you fail to rectify other breaches of the agreement within a reasonable period.

7. OUR DEFAULT

Your Duty to Complain

You lose the right to complain about faults in the service if you do not report them within 30 days after receiving the invoice from us. If you report a fault that is not our responsibility, and you should have realized this, we may ask you to cover the costs of our troubleshooting.

Compensation for Default

Under no circumstances can we be held liable for losses caused by technical faults at the charging facility, power outages, or other disruptions in the external power supply.

We are also not responsible for indirect losses, including losses that occur if the charging point does not function as it should. This includes situations where your electric vehicle cannot be used as planned due to charging problems.

Compensation for Damage to Person or Property

Our liability for damage to person or property is, in any situation, limited to the maximum amount covered by our liability insurance.

8. DISCONNECTION FOR SAFETY REASONS, ETC.

If the owner of the charging facility or the grid owner requires it for safety reasons, to ensure the functionality of the power grid, or if you use an unusually large amount of electricity, we may disconnect your connection to the facility without prior notice. We will inform you about such a disconnection as soon as possible, without unnecessary delay.

9. USAGE RESTRICTIONS AND CHANGES IN THE POWER GRID, ETC.

We may take actions that lead to interruptions, disturbances, or changes in the power supply or our services if it is necessary for technical reasons, operation, or safety, including public decisions or other regulatory requirements. We are not responsible for any costs, losses, or inconveniences you may experience as a result of these actions.

10. PERSONAL DATA

The personal information you provide us in connection with the user agreement is used to manage the customer relationship and deliver the services, including those agreed upon with the facility owner. We store your personal data for three years after the customer relationship has ended. We process your personal data in accordance with applicable laws and regulations.

To be able to deliver and develop the service, we may give third parties access to personal data. The following third parties have or have had access to personal data: Agente AS; Fair Collection AS; Fair Distribution AS; Grebla forlag AS; HubSpot, Inc.; Salesforce.com, Inc.; Uni Micro AS; UtilityCloud AS; Tripletext AS; Visma Amili AS; the electrician responsible for the facility; and the charger manufacturer.

We may also share your personal data with representatives of the facility owner, such as the board of a housing cooperative, condominium association, or garage association, when needed to ensure operation or manage billing agreed with the facility owner.

11. CHANGES IN PRICES AND TERMS

We may change prices and terms of the service by giving you three months' written notice. Any changes in prices will reflect our total costs in a reasonable manner. If there are changes in prices or terms, you have the right to terminate the user agreement as described under "Commencement and Termination of the Agreement," below.

We may adjust prices annually from January 1st, based on changes in the Consumer Price Index, without prior notice.

12. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

The user agreement becomes active when you receive a confirmation from bestilling@movel.no. For the agreement to be valid, the owner of the facility you are using must have a valid basic agreement with us. If the owner of the facility terminates their basic agreement with us, your user agreement will also terminate at the same time.

To terminate the agreement, you must send a written notice via email to post@movel.no. The notice period is one day.

We have the right to terminate the user agreement with three months' notice. The notice period starts from the first day of the month following the notice.

You can also put your subscription on hold by giving us one day's written notice via email to post@movel.no. Please note that a reactivation fee will apply, as set out in our price list on movel.no.

13. FORCE MAJEURE

If force majeure events, such as natural disasters, war, strikes, hyperinflation, import restrictions, or hacking, completely or partially prevent or make it difficult for us to perform our services, our obligations will be suspended. This applies for the duration of the event and to the extent necessary.

14. DISPUTES, ETC.

The user agreement is governed by Norwegian law. Between the parties, the Norwegian version of the user agreement takes precedence.