

# General Terms and Conditions

## OmniCharge

Mobile App, Web App, Web Portal

## **Terms of use of the OmniCharge mobile app, web app and web portal**

These terms of use apply to the OmniCharge mobile app, web app and web portal ("system") provided by innocept mobility GmbH ("innocept mobility") to the contractual partner ("user"). innocept mobility GmbH makes its System available to a charging station operator ("operator") and electric car drivers ("e-driver").

### **1. Conclusion of the contract of use, downloading and use of the system**

1.1 These Terms of Use govern the use of the system by the user via digital, mobile and stationary end devices.

1.2 The mobile app can be obtained free of charge by downloading it once from the Apple App Store and the Google Play Store.

1.3 The web app and the web portal can be accessed via a web browser.

1.4 Installation, access, registration and login are free of charge.

1.5 Use is subject to a fee via a concluded main contract on the part of a charging station operator. Prices are defined in the main contract.

1.6 Charging processes may be subject to a charge for e-drivers. Prices are defined by the charging station operator.

1.7 The contract for the use of the system is concluded as soon as the user has successfully downloaded (installed) the mobile app on their end device or accessed the web app or the web portal and the user is able to use the system.

1.8 Downloading (installing) the mobile app requires that the user has a device on which the latest version of the "Android" or "iOS" operating system or one of the two previous versions is installed.

1.9 The use of the web app and the web portal requires that the user has access via a web browser.

1.10. Downloading (installing) the mobile app and accessing the web app and the web portal, as well as carrying out updates and updates to the mobile app, is not permitted.

## 2. Subject matter of the contract, scope of services

2.1 The system bundles public, semi-public and private charging activities of the user. It thus also enables a simple, comprehensive analysis of the charging data.

2.2 The following functions are available for the operator's activities:

2.2.1. the system displays all available charging stations connected to OmniCharge.

2.2.2 Charging stations and users can be added to individual teams and provided with access times, prices and prioritization in the load distribution.

2.2.3 Charging processes and charging histories of users and individual charging stations at the charging stations connected to OmniCharge can be tracked and analyzed.

2.2.4 The operator can always keep an eye on active charging processes and use the charging history to track charging processes. If the user stores the vehicle data in the profile, detailed information about the duration and progress of a charging process can be viewed and used to identify the user and optimize the charging processes. Charging histories can be downloaded.

2.2.5 Troubleshooting can take place remotely.

2.2.6 Charging processes can be started, ended and canceled.

2.2.7 Charging stations can be restarted.

2.2.8 Further functions can be added as part of new updates.

2.3 The following functions are available for the user's charging activities at private, semi-public or public charging stations:

2.3.1 The system displays all available charging stations connected to OmniCharge and made available to the user via the "Teams" function.

2.3.2 The availability and status of charging points can be checked in real time.

2.3.3 The system enables charging processes to be started, ended and paid for.

2.3.3.1 If the user does not have a separate car power contract, the payment method via credit card, Apple Pay or on account (if approved by the operator) is available as a payment method to pay for charging processes.

2.3.3.2 If the user has a car power contract with one of innocept mobility's roaming partners, the user can charge contract-based at all charging stations integrated in the app. This function is only activated for the e-driver on request.

2.3.4 The user can register in a queue to be informed about free charging stations.

2.3.5 The user can always keep an eye on active charging processes and use the charging history to track charging processes. If the user stores the vehicle data in the profile, detailed information about the duration and progress of a charging process can be displayed and used to identify the user and optimize the charging processes. Charging histories can be downloaded.

2.3.6 Further functions may be added as part of new updates.

**ATTENTION:** The supply of car power by way of contract-based or non-contract-based charging is not part of the services of this system, but is carried out exclusively by the respective contractual partner on the basis of the relevant contractual terms and conditions. The provider or contractual partner of the

respective charging process is displayed to the user before the start of the charging process; if applicable, separate general terms and conditions, which are displayed in the system, must be accepted by the user in this context. If innocept mobility is not explicitly named in the system as the provider of the car power for the respective charging process, innocept mobility does not become a party to the respective car power contract.

### 3. Exclusion of liability

The use of the system and the charging of the electric vehicle is at the customer's own risk. The operators of the system are not liable for any damage caused by the use of the system or the charging process.

### 4. Data protection

The operators of the system undertake to treat the customer's personal data in accordance with the applicable data protection regulations and not to pass it on to third parties unless this is necessary to process the use of the system or the charging process.

### 5. Changes to the GTC

The operators of the system reserve the right to amend these GTC at any time. The customer will be informed of changes by email or via the system (mobile app, web app, web portal). Use of the system after the GTC have been amended shall be deemed to constitute acceptance of the amended terms and conditions.

### 6. Termination

The customer may terminate the customer account at any time and without giving reasons, provided that there is no main contract with a defined minimum contract term. In this case, the customer can delete the customer account, the main contract

remains valid. The operators of the system reserve the right to terminate the customer account if the customer violates these GTC or uses the system in an unauthorized manner.

## 7. Final provisions

These GTC are subject to German law. Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The place of jurisdiction for disputes arising from these GTC is the locally competent court in Frankfurt am Main, provided that the customer is a merchant within the meaning of the German Commercial Code or has no general place of jurisdiction in Germany.

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