



## Terms and Conditions Charge Card

### General Provisions

#### 1. DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings:

- a. Charge card: a card or token issued by Revolt that can be used to purchase services from Revolt that mainly relate to charging the engine of an electric motor vehicle.
- b. Agreement: the agreement concluded between the Parties with regard to the Charge Card and related services;
- c. User: the party with whom Revolt has entered into an Agreement. A User is also a Pass Holder if he uses the Charge Card himself;
- d. Pass holder: the party specified by the User as the lawful holder/user of the Charge Card and the services provided by Revolt in connection with that Charge Card.
- e. Parties: Revolt and User jointly;
- f. Portal: the online portal of Revolt including the updated versions thereof;
- g. Revolt: the private limited liability company Revolt B.V., registered under number 81484925;
- h. Laws and Regulations: All applicable national or local laws or regulations, including amendments or replacements thereof.

#### 2. APPLICABILITY

- a. These General Terms and Conditions apply in their entirety to all requests for information from, offers to, assignments from and agreements between the Parties, including the Agreement. No reliance can be placed on (digital or otherwise) communications from Revolt, for example with regard to prices on billboards, catalogues, brochures, leaflets or on the website of Revolt, unless they have been confirmed by Revolt to the User in writing.
- b. General terms and conditions of the User or a third party, however described or named, will not apply and are hereby expressly rejected.
- c. If any provision of these Terms and Conditions is found to be null and void, is declared null and void or is otherwise invalid in law, the remaining provisions of these Terms and Conditions will remain in force and effective to the extent possible.
- d. In the event of any conflict between the Agreement and these Terms and Conditions, the Agreement shall prevail.
- e. A provision or stipulation that deviates from these General Terms and Conditions or the Agreement is only applicable if validly signed by the Parties.

#### 3. CONCLUSION OF A CONTRACT

- a. An Agreement is concluded upon acceptance by the User of an offer or quotation submitted by Revolt,

even if the offer or quotation submitted by the Revolt does not fully comply with the specifications determined by the User. There is also an Agreement between the User and Revolt if the User, or the Pass Holder, has started using the Charge Card and Revolt has not protested against this. Every offer and every quotation is without obligation and is made subject to the availability of Charge Cards.

- b. The User guarantees that the Pass holder is informed of all obligations under these General Terms and Conditions and that those obligations, insofar as applicable to the Pass holder, are also binding on the Pass holder.

#### 4. CONFIDENTIALITY

The parties agree to treat all information provided by both parties regarding the Charge Card, the services of Revolt and its work and/or declaration methods or any other information of a confidential nature that is to be regarded as business information confidential and to not further distribute or disclose it to third parties. The parties shall further impose this duty of confidentiality on their employees and agents and the Pass Holder, as applicable. The Parties are not permitted to transfer any rights or obligations under the Agreement or these General Terms and Conditions to a third party without the written consent of the other Party.

#### 5. COMMUNICATION

Any statement, request, demand or other communication, regardless of its content, shall be made by the Parties in writing and sent to the other Party's last known address or e-mail address. For the purposes of

this article, e-mail messages will be considered as written communications.

#### 6. PRICE AND BILLING

- a. All prices, rates or amounts mentioned in the Agreement or in these General Terms and Conditions are in euros and exclusive of VAT and any other (government) levy due in connection with the Agreement.
- b. The Charge Card will be made available for a fixed amount per month to be determined in the Agreement. What has been used monthly with the Charge Card will be settled on the invoice in the following month.
- c. Payment will always take place within 14 days after receipt of the invoice. Proof of (digital) sending of the invoice counts as proof of receipt.
- d. In the event of late payment, the User will immediately be in default and will owe costs and interest. The interest rate is 1% per month and the costs for collecting the payment are at least EUR 40,-. Costs to be reimbursed include the actual legal and extrajudicial costs incurred.
- e. Payment is made without the right to suspension, discount or attachment of the payment.
- f. The price is indexed annually by the difference between the inflation index most recently published by CBS and the inflation index applicable at the time the Charge Card was delivered.
- g. Cost-increasing factors will be taken into account in the price, provided that the increase has been submitted to the User in advance and the User has not

protested within a period determined by Revolt.

- h. In the event of termination of the Agreement for whatever reason, a final settlement will be drawn up by Revolt within 60 days. Revolt has the right to set off any funds against a claim or claim for damages from Revolt.

## 7. TRANSFERABILITY

The Parties are not permitted to transfer any rights or obligations under the Agreement or these General Terms and Conditions to a third party without the written consent of the other Party.

## 8. PRIVACY AND PERSONAL DATA

- a. The parties shall mutually cooperate with each other in order to enable the other party to fulfil its obligations under the applicable relevant laws and regulations with regard to the protection of personal data.
- b. In the performance of its obligations under the Agreement, Revolt complies with the applicable relevant laws and regulations regarding the protection of personal data about the User and/or the Pass Holder.
- c. Revolt processes the personal data relating to the User and/or the Pass Holder exclusively for the benefit of Revolt, insofar as necessary for the fulfilment of its obligations under the Agreement. The way in which Revolt handles personal data of the User and/or Pass Holder is described in the applicable Privacy Statement that can be found on the Revolt website: [Privacy statement | REVOLT \(revoltincharge.com\)](https://revoltincharge.com/privacy-statement)

- d. Revolt takes appropriate technical and organizational measures to protect the personal data relating to the User and/or the Pass Holder against unauthorized or unlawful processing.

- e. If necessary, the Pon Data Processing Agreement will be attached by Revolt as an appendix to these General Terms and Conditions and signed by the User.

## 9. APPLICABLE LAW, COMPETENT COURT AND LIABILITY

- a. All agreements between the Parties are exclusively governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. All disputes between the Parties shall be submitted exclusively to the court of Amsterdam, the Netherlands.
- b. Revolt shall never be liable to the User and/or the Pass Holder for any company loss, loss of profit or opportunity or other indirect or consequential damage, damage or injury caused to products and/or persons. The maximum liability of Revolt is in all cases limited to the higher of the amount paid out under insurance or EUR 500 per event. Events with the same damaging cause are seen as one event.
- c. Revolt is never liable for damage that is (partly) caused by the User and/or Pass Holder's failure to comply with the instructions for use with regard to the Charge Card, including the conditions stated in Article 10.
- d. If the User is not the same party as the Pass Holder, the User indemnifies Revolt against any

- liability for damages, claims and claims arising from the relationship between the User and the Pass Holder.
- e. Any claim against Revolt lapses unless proceedings have been instituted before the competent judicial authority within a period of 1 year after the claim arose.

#### Sec. 10. TERMS AND CONDITIONS FOR THE PROVISION OF A CHARGE CARD

- a. The Charge Card remains the property of Revolt at all times and the User and/or Pass Holder only has a right of use for the duration of the Agreement. The User and/or Pass Holder are not permitted to encumber the Charge Card with any right.
- b. The Charge Card can only be used by the User and/or the Pass Holder under the Agreement.
- c. The User and/or the Pass Holder shall handle the Charge Card with care. In case of loss or theft of the Charge Card, EUR 15 will be charged. If there is no intent, Revolt will make a new Charge Card available to the User or the Pass Holder designated by the User. Theft or loss must be reported immediately, but no later than 24 hours after the User and/or Pass Holder has become aware of this.
- d. The User and/or Pass Holder will only use the Charge Card with providers registered on the Portal and for services supported by Revolt.
- e. The Charge Card, including but not limited to the encryption, data or other data stored on it, may not be modified, counterfeited or copied;

- f. For complaints and malfunctions, the Helpdesk can be contacted. Revolt strives to resolve complaints that have been reported to the Helpdesk within 24 hours. For your information, an [FAQ section](#) is also available on the Revolt website.
- g. In the event of improper use by the User and/or Pass Holder of the Charge Card in any form whatsoever, the User will forfeit an immediately due and payable penalty of EUR 250 without Revolt losing any other rights. In addition, Revolt then has the right to terminate the Agreement immediately and to demand the return of the Charge Card.

#### 13. PORTAL

- a. Revolt manages a Portal on which it will register and deregister the Charge Card. User will receive a written notification of this, including a User Manual upon request
- b. The use of the Charge Card will be registered on the Portal and the User will have insight into what has been invoiced.
- c. In the Portal, travel movements are tracked for billing purposes. By accepting these terms and conditions, the User consents to this. The User will guarantee that the Pass Holder is aware of this provision and agrees to it. The Privacy Statement referred to in Article 8 as referred to above applies mutatis mutandis.
- d. Information on the Portal is for general purposes only and should not be construed as specific advice for which Revolt would be liable for any inaccuracy.
- e. Revolt is not liable for damage due to malware, viruses, etc. or the use or impossibility of using the Portal.

- f. User manages its own login details and Revolt is not liable for any improper use of these details, whether or not because User has made these data available to the Pass Holder or (the Pass Holder) to third parties. The User shall indemnify Revolt for any damage suffered as a result of this and shall reimburse Revolt for all actual costs involved.
  - g. Unless otherwise indicated, all intellectual property and copyrights of the Portal and the data contained therein are the property of Revolt. The User will fully indemnify Revolt and compensate the damage and compensation for the damage it suffers as a result of an infringement of those rights by the User or by the actions of the User or anyone who has to be at the risk of the User.  
Revolt may make changes to the Portal without obligation or deny or restrict the use of the Portal to the User.
- c. At the end of the Agreement, the User and/or Pass Holder is obliged to return the Charge Card immediately or at the latest within 24 hours after termination and to unsubscribe via the Online Portal. The User will forfeit a fine of 25 euros for each day that the User and/or Pass Holder is in default after she has been summoned to do so by Revolt, whereby a reasonable period has been set to comply.

#### 14. DURATION OF AGREEMENT AND TERMINATION

- a. The Agreement is entered into for a period of 12 months and can be terminated on a monthly basis upon renewal, tacit or not.
- b. The Agreement may be terminated by Revolt with immediate effect if the User is bankrupt or has made a request to that effect, is in suspension of payments, or has applied for a postponement of payment or is in a situation comparable to these situations or has made requests to that effect. Revolt may also terminate the Agreement immediately in the event of fraud, improper use or if the Charge Card is seized or a