



Terms and Conditions

for the experimental Public Electric Charging Service N.V. ELMAR

EV ChargeUp Pilot Project 2022 – 2023

N.V. ELMAR

Redefining Energy

Article 1. Definitions

Application: the end-user application “EVERGO” designated by ELMAR, which provides access the Charging Station.

Participant: the client, being a natural person, not acting in the exercise of a profession or business, registered by means of a form provided by ELMAR, who acquires or has acquired the Experimental Charging Service from ELMAR.

Terms and Conditions: these terms and conditions for the experimental public electric charging service N.V. ELMAR.

ELMAR: N.V. Elektriciteit-Maatschappij “Aruba”, located at Wilheminastraat 110, Oranjestad, Aruba.

Electric Vehicle: a road vehicle with two or more wheels that is fully or partly driven by an electric motor, which vehicle may or may not use electricity stored in a battery, and which can be charged using a Charging Station.

Experimental Charging Service: to grant the Participant, by way of experimental use, access to a Charging Station by means of the Application and/or Charging Card.

Customer Service: ELMAR’s customer service, which can be reached from Monday to Friday between 7:30 am to 4:30 pm on telephone number 5237100 or customerservice@elmar.aw

Charging: charging an Electric Vehicle by means of a Charging Station.

Charging Station: a public facility made available by ELMAR with which the battery of an Electric Vehicle can be charged.

Charging Card: the personal card provided to the Participant by ELMAR that gives access to the Charging Station, which can also be provided in the form of a keychain. The aforementioned card shall be provided at the request of the Participant.

Unauthorized Usage: in any event, the use of a Charging Station injudiciously or incorrectly (including the use of charging cables without a CE mark or otherwise of substandard quality, inferior, defective or defective charging cables, charging plugs or adapters, as well as the use of charging cables that come loose too easily can be coupled during locking); the use of charging cables that are not suitable for the charging capacity of the relevant Electric Vehicle; charging (or attempting to do so) unsuitable vehicles or other items; the use of a Charging Card and/or Application or other item other than stated in the instructions and technical requirements of ELMAR provided in writing or digitally, as well as any harmful act or omission by the Participant.

Agreement: the agreement on the basis of which the Participant acquires the Experimental Charging Service from ELMAR. These Terms and Conditions form an integral part of the Agreement.

Rate: the rate for Charging set by ELMAR.

Article 2. Applicable terms

- 2.1. If the Participant acquires the Experimental Charging Service from ELMAR, the legal relationship between the two will be governed by the Agreement and these Terms and Conditions.
- 2.2. An Agreement is entered into every time the Experimental Charging Service is provided by ELMAR.

Article 3. Acquire Experimental Charging Service

- 3.1. The Participant is expected to use the Charging Card and the Charging Station with due care and to refrain from Unauthorized Usage when acquiring the Experimental Charging Service.
- 3.2. ELMAR reserves the right to remotely monitor and maintain Charging Stations from its back office system and to provide new software where necessary.

Article 4. Charging Card and Application

- 4.1. The Charging Card including the electronic data stored on it is and shall remain the property of ELMAR at all times and may not be copied or counterfeited under any circumstances.
- 4.2. The Participant must report the loss or theft of the Charging Card to ELMAR as soon as possible. ELMAR will then block the Charging Card. Until the moment of blocking, the Participant is fully liable for any damage resulting from loss, unauthorized use, theft or misuse of the Charging Card. All transactions made with the Charging Card before the Charging Card is blocked shall be borne by the Participant.
- 4.3. The Participant who uses the Application registers thereon by creating a user account in that Application.

- 4.4. ELMAR may immediately block a Charging Card or the Application if:
 - a. the Participant commits Unauthorized Usage;
 - b. the Participant becomes the subject of bankruptcy, suspension of payments or debt restructuring or is placed under guardianship;
 - c. the Participant causes damage to a Charging Station.
- 4.5. ELMAR does not guarantee the functioning and availability of the Application or the Charging Card.

Article 5. Charging Station

- 5.1. When using a Charging Station, the Participant must follow the instructions and technical requirements provided in writing or digitally by ELMAR.
- 5.2. ELMAR does not guarantee the capacity, functioning, availability and accessibility of a Charging Station.
- 5.3. ELMAR reserves the right to partially or completely modify, expand or decommission Charging Stations without notice.

Article 6. Costs

- 6.1. The Rate is 0,6113 Aruban Florin per kWh.
- 6.2. The Participant pays the costs for Charging in advance at ELMAR's branches, which costs are then immediately deposited by ELMAR as an equivalent credit in the Participant's user account in the Application. The total of the aforementioned credit may not exceed the amount of 300,00 Aruban Florins.
- 6.3. The credit as referred to in the previous paragraph is not refundable.

Article 7. Customer Service

- 7.1. For questions and/or complaints about the Experimental Charging Service, a Participant can contact the Customer Service.
- 7.2. The Customer Service is open Monday to Friday from 7:30 am to 4:30 pm.

Article 8. Liability

- 8.1. ELMAR's liability for indirect damage (including consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage of third parties, damage or loss of data, goods, materials or software of third parties) is expressly excluded.
- 8.2. ELMAR is not liable for damage that is (partly) caused by Unauthorized Usage by the Participant.
- 8.3. ELMAR is not liable for damage that is (partly) caused because the Electric Vehicle, adapter or any other connection mechanism used by Participant does not meet internationally accepted standards. Those requirements in any event include a correct implementation of the IEC 62196 mode 3 protocol, including being able to listen to charge control in the case of full mode 3 implementation.
- 8.4. ELMAR is not liable for damage resulting from the non-functioning, incorrect or incomplete functioning or availability of a Charging Station.
- 8.5. A Charging Station functions using (public or otherwise) infrastructure, including (mobile) internet connections and the electricity network. ELMAR is not liable for damage resulting from malfunctions in this infrastructure or in the supply of electricity to the Charging Station.
- 8.6. The Participant is jointly and severally liable for all damages that arise as a result of acts and/or omissions of third parties to whom the Participant has granted permission or whom the

Participant has actually enabled to acquire the Experimental Charging Service. The Participant indemnifies ELMAR against all costs incurred by ELMAR as a result of that act or omission and any compensation from third parties related to situations in which the Participant is liable as described in this article.

- 8.7. If the Participant causes damage to a Charging Station, the Participant is liable to ELMAR for this.

Article 9. Force majeure

- 9.1. If due to force majeure proper fulfillment by ELMAR is permanently impossible, in whole or in part, both ELMAR and the Participant have the right to terminate the Agreement. In the event of force majeure, the Participant is not entitled to compensation.
- 9.2. Force majeure is in any event understood to include: disruptions on the internet, disruptions in the electricity supply, disruptions in sending and receiving emails or (direct) messages, delays on the part of and/or non-performance by and/or force majeure of third parties engaged by ELMAR, government measures and legislation, strikes, all circumstances that disrupt the normal course of business of ELMAR and/or its suppliers and everything else that is understood as force majeure under Aruban law.

Article 10. Privacy and data

- 10.1. ELMAR processes the Participant's personal data for the purpose of entering into and implementing the Agreement. When processing that personal data, ELMAR adheres to the applicable laws and regulations.
- 10.2. ELMAR reserves the right to collect, aggregate and use data on the Participant's charging behavior and consumption pattern for research and development purposes.

Article 11. Surveys and focus group sessions

11.1. The Participant may make himself available to participate in surveys and focus group sessions that ELMAR may organize to gather feedback on the customer experience with the Experimental Charging Service.

Article 12. Final provisions

- 12.1. ELMAR has the right to unilaterally amend or supplement these Terms and Conditions from time to time.
- 12.2. ELMAR has the right to discontinue, suspend or terminate the Experimental Charging Service at any time.
- 12.3. ELMAR may engage third parties at its own discretion in the performance of the Agreement.
- 12.4. All legal relationships between ELMAR and the Participant are governed by Aruban law.
- 12.5. The Court of First Instance of Aruba has exclusive jurisdiction to take cognizance of and to rule on disputes between ELMAR and the Participant.