

The following General Terms and Conditions of Wirelane GmbH (hereinafter “Wirelane”), Prinzregentenplatz 15, 81675 Munich, telephone: +49 (0) 89 230 249 04, regulate the usage of the customer portal as well as the Wirelane App. Last revised November 2020

1. Subject matter of the Terms of Use

The offer is directed at consumers who have their residence in Germany. Consumer in the sense of these Terms and Conditions of Use is any natural person who uses the services offered for purposes that are predominantly neither commercial nor attributable to a self-employed activity.

2. Modification of the General Terms and Conditions of Use

2.1 The provisions of the Terms and Conditions of Use are based on the statutory and other framework provisions being in force at the time when entering into the agreement. Should these and/or the relevant jurisdiction, Wirelane shall be entitled to adapt and/or supplement the conditions to the extent necessary for the restoration of the equivalence of service and consideration and/or the closing of any contractual loopholes that have arisen in order to be able to continue and implement the contractual relationship in a reasonable manner.

2.1 Wirelane reserves the right to make other changes and amendments to the Terms and Conditions of Use and the respective service descriptions, provided that, due to technical adaptations and/or changes, they are to the benefit of the customer or are reasonable for the customer, taking into account the interests of both parties.

3. The Wirelane Customer Portal

3.1 Registration

3.1.1 Precondition for using the Customer Portal is that the customer has successfully registered on the portal and has a user account.

3.1.2 Customer may register at <https://backoffice.wirelane.com/de/register> by providing the data requested by Wirelane. Customer is required to define their login data (user name and password) in this process. The username and password requirements are specified by Wirelane during registration.

3.1.3 Customer has no legal claim to get registered. Wirelane reserves the right to refuse a registration request (e.g. in the event that the customer is in arrears of payment to Wirelane).

3.1.4 After successful registration, Wirelane will assign the customer a customer number and a user account.

3.2 Termination, Deletion

3.2.1 Wirelane may terminate the user account at any time with 30 days' notice to the end of the month.

3.2.2 Customer can cancel their user account at any time by deleting it.

3.2.3 The right of both parties to terminate the user account for good cause remains unaffected.

3.3 Services of the Customer Portal

3.3.1 Via the Customer Portal, the customer can (i) search for charging stations, (ii) filter them, (iii) mark them as favourites and (iv) view charging processes in a history.

3.3.2 Furthermore the Customer may via the Customer Portal (i) view or change its chosen payment methods; (ii) receive invoices for transactions carried out; and (iii) access and view its transactions.

3.3.3 Customer can purchase the products and book the services offered by Wirelane via the Wirelane Customer Portal. The current Wirelane General Terms and Conditions shall apply for such purchase.

3.3.4 In accordance with the technical progress Wirelane may at its sole discretion add further functionalities, change existing functionalities or remove offered functionalities. Any changes of the offers will be communicated by Wirelane via the Customer Portal.

4. The Wirelane App

4.1 After successful registration on the Customer Portal, the customer can download the Wirelane App. The customer receives the non-exclusive, non-transferable and non-sublicensable right to install, display and use the app on their mobile device. The right of use is geographically limited to the Federal Republic of Germany.

4.2 The App also allows the customer to (i) search for charging stations, (ii) filter them, (iii) mark them as favourites, (iv) reserve them according to clause 4.3, (v) start and stop a charging process at a charging station, (vi) pay for the charging process, (vii) order RFID cards and (viii) view charging processes and executed transactions in a history.

4.3 Customer can only reserve one charging point at a time for the respective period of a charging process. The charging stations may be provided by a third-party operator. The terms and conditions of the third-party operator will apply in such a case. The customer will be informed of this at the time of reservation.

4.4 The App was developed by Wirelane with the utmost care. Wirelane is not obliged to ensure that (i) the App is always error-free, meets certain requirements or can be used in a certain way; and (ii) the information available via the App is always complete, correct and up-to-date.

4.5 Insofar as Wirelane provides updates and/or other support services for the app, these will be offered to the user at Wirelane's free discretion. Wirelane may at any time (i) suspend the provision of updates and/or support services in whole or in part, or (ii) discontinue the app and no longer offer it.

5. Free of Charge

The use of the Customer Portal and the App is free of charge.

6. Validity of further Provisions

The use of the app may be subject to additional terms of use that the customer has accepted vis-à-vis the operator of the respective platform (e.g. Google Play or Apple App Store) through which the app was offered to the customer for download.

7. Liability of Wirelane

7.1 Subject to clause 7.3, Wirelane shall not be liable to the customer for damages and reimbursement of expenses, irrespective of the legal grounds (contract, tort, breach of obligations, indemnification, etc.).

7.2 This limitation of liability equally applies to damages caused by negligence on the part of employees or vicarious agents of Wirelane who are not members of the management bodies or executives of Wirelane.

7.3 The exclusion of liability according to clause 7.1 does not apply in the case of the assumption of a guarantee, liability according to the German Product Liability Act, in cases of intent, fraudulent intent or gross negligence, in the case of injury to life, body or



health, as well as in the case of the violation of essential contractual obligations, i.e. such obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose fulfilment the customer regularly relies and may rely. However, in the event of a slight negligent breach of essential contractual obligations, Wirelane's liability is limited to compensation for foreseeable damage typical of the contract.

7.4 Wirelane shall only be liable for the loss of data in accordance with the aforementioned limitations of liability and if the loss could not have been avoided even by appropriate data backup measures taken by the customer.

8. Data Protection, Change of Customer Data

8.1 The personal data of the customer, which are collected in the course of the contract initiation and contract implementation, are processed by Wirelane solely for the purposes of initiation and conducting the agreement regarding the usage of the customer portal and the App. Legal basis is § 6 par. 1 b) GDPR.

8.2 Customer has the right at any time to obtain information regarding the storage of their personal data. Customer furthermore has the right to object at any time the use, processing, storage and transfer of their personal data insofar as the processing of their data is not needed for the fulfilment of the contractual performances.

8.3 All requests for information are to be addressed – with detailing their questions – to Wirelane GmbH, Prinzregentenplatz 15, 81675 München, email: info@wirelane.com. Wirelane will handle all requests as promptly as possible and will try to overcome all concerns arising.

8.4 The personal data of the customer will be deleted as soon as its storage is no longer required. Insofar as not requested before by the customer the data collected will be deleted by Wirelane with expiration of the agreement if the storage of the data collected is not required in accordance with statutory provisions, for winding-up the contractual relationship or for enforcement of further claims.

9. Final Provisions

9.1 All legal relations between Wirelane and the customer shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

9.2 Should individual provisions be or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions of Use.