

# "PLENITUDE ON THE ROAD" APP: TERMS AND CONDITIONS

## GENERAL TERMS AND CONDITIONS

These general contract conditions ("General Conditions" or "Contract") regulate the terms and conditions of the services ("Services" and each individually "Service") provided by BE CHARGE S.R.L. VAT: 09957510960; with registered office in Milan, Via Carlo Bo No. 11, e-mail/PEC: bechargesrl@legalmail.it, telephone number 0237929489 ("BE CHARGE" or "BEC") through the Plenitude on the Road app ("App") to customers.

To access the use of the Services, it will be necessary to enter billing data and a valid payment method in the App, possibly also registering as a Service customer ("Customer" or "User") according to the instructions provided under the subsequent "Registration and Subscription to the Service" section after accepting these General Conditions. The Customer acknowledges that the prices for the use of the Services are identified in the document "Annex 1: Tariffs for the use of Services through the Plenitude on the Road APP" ("Tariffs") attached to these General Conditions and are an integral and substantial part of them, available at the following link <https://www.eniplenitude.eu/e-mobility/terms-and-conditions-pricing>. The General Conditions will also apply to any new Services that may be provided in the future to Customers after their acceptance.

More information on the Service is also available on the PLENITUDE website <https://eniplenitude.com/electric-mobility>

### 1. OBJECT OF THE CONTRACT

1.1 The object of this Contract consists of the provision by BE CHARGE of the following Services through the App:

- a) charging of electric vehicles at public charging stations ("Charging Service") owned by BEC ("BEC Charging Stations") and/or third-party operators ("Third-Party Charging Stations," collectively the BEC Charging Stations and the Third-Party Charging Stations are referred to as "Charging Stations") compatible with the Service that the Customer can access through the App or via the associated RFID card;
- b) map view of Charging Stations dedicated to electric vehicles compatible with the Service provided by BE CHARGE;
- c) setting by the Customer of preferred Charging Stations;
- d) reservation of the socket at a Charging Station for a predefined time interval before unlocking and starting the charging process at the selected Charging Station;
- e) unlocking the individual socket and starting the charging process at the selected Charging Station, also through the use of the RFID card associated with the profile;
- f) monitoring of the charging process for BEC Charging Stations and, where available, for Third-Party Charging Stations;
- g) interrupting the charging process using the appropriate button in the App or through the RFID card associated with the profile;
- h) notification of the end of the free parking period (the period of occupation of the

Charging Station and the related parking area, starting from when the Charging Service ends until the penalty defined in Article 5 is applied), subject to the Customer's settings in the App to receive notifications;

- i) purchase and association of an RFID card to the profile;
- j) automatic payment of the Service fee according to the preset methods in the Customer's profile;
- k) storage and display of the history of charging sessions and invoices received in a dedicated section;
- l) subscription and modification of the chosen Tariff Plan;
- m) changes to personal data and the payment method associated with the profile;
- n) association of multiple profiles to the same account. Each profile will be characterized by a dedicated Tariff and/or a dedicated view of the Charging Stations that can be accessed. BEC will identify these profiles by associating a unique code in the profile creation section of the App or website.

1.2 BE CHARGE reserves the right to activate some of the Services also at a later stage than the signing of this Contract.

1.3 The Customer, for each use of the Service and for the entire duration of the Contract, is required to comply with and observe the provisions contained in these General Conditions and the related attachments.

## **2. REGISTRATION AND SERVICE ACCESS**

2.1. Access to the Service may occur:

i. following the Client's registration via the smartphone App. Instructions for registration and joining the Service are available in the "How It Works" section and in more detail in the "Frequently Asked Questions" section, both on the App and on the website. By completing the registration process and clicking the "Accept" button, the Client declares that they have carefully read and expressly accepted these General Conditions, its attachments, and the privacy policy;

ii. without prior registration on the App, by entering only billing data and the payment method during the provision of the Service. To use the Service, the Client must accept these General Conditions, its attachments, and the Privacy Policy. Instructions for accessing the Service without registration are available in the "How It Works" section and more details can be found in the "Frequently Asked Questions" section both on the App and on the PLENITUDE website <https://eniplenitude.com/electric-mobility>. These General Conditions, as well as the document "Annex 1 – Fees for the use of the Services via the Plenitude on the road APP", apply to anyone who decides to access without prior registration on the App.

2.2. Clients who wish to use the Services without registration may do so by entering the necessary payment and billing information and will only be able to use the following Services:

- a) charging the electric vehicle at public Charging Stations compatible with the Service, which the Client can access through the App, exclusively under the Pay per Use Fee as defined in Article 3 of Annex 1: Fees for the use of services via the Plenitude On the Road App;

- b) viewing on a map the Charging Stations dedicated to electric vehicles compatible with the Service provided by BE CHARGE;
- c) viewing the itinerary to reach the selected Charging Station;
- d) unlocking the single socket and starting the charging process at the selected Charging Station;
- e) monitoring the charging process for BEC Charging Stations and Third-Party Charging Stations, where available;
- f) stopping the charging process using the dedicated button on the App.

2.3. The activation of the Charging Service is subject to the successful verification by BE CHARGE of the payment method provided during the Service subscription process. For the accepted payment methods, refer to Article 6.

2.4. The Service subscription is only allowed for individuals over 18 years of age and for VAT-registered entities.

### **3. SERVICE AND GENERAL CONDITIONS AND FEES MODIFICATIONS**

3.1. BE CHARGE reserves the right to update, supplement, and/or modify the Services and these General Conditions for justified reasons, including:

- (a) reasons of public interest and/or safety;
- (b) reasons related to compliance with legal and/or regulatory obligations;
- (c) reasons related to legislative and/or regulatory changes;
- (d) reasons related to the implementation of technical updates and improvements to the Services and the App, including any technical updates of the App;
- (e) reasons related to the improvement or modification of the Services;
- (f) reasons related to the development and creation of new services by BE CHARGE;
- (g) technical, organizational, and/or commercial reasons that necessitate changes without which BE CHARGE would be unable to continue providing the Services covered by these General Conditions;
- (h) reasons related to changed market conditions.

3.2. Updates to these General Conditions will be communicated with 14 (fourteen) days' notice ("Notice Period") via direct communication to the Client at the email address provided during registration and/or subscription to the Service. After the Notice Period has passed without withdrawal by the Client, the changes will be deemed effective and published on the website <https://www.eniplenitude.eu/e-mobility/terms-and-conditions>, and communicated through the App.

3.3. Regarding changes and updates to the Fees, refer to the document "Annex 1: Fees for the use of Services via the Plenitude On the Road APP".

3.4. In the event of any additions, updates, and/or modifications to these General Conditions, including changes to the Fees, the Client will have the right to withdraw from these General Conditions, as detailed in Article 4, and in compliance with the Notice Period.

3.5. It is understood that if the Client withdraws following the modification/addition/update of these General Conditions or the Fees, they may continue to use the Services until BE CHARGE proceeds with the account deletion, as detailed in Article 4.

3.6. The Client acknowledges and agrees that modifications, additions, and/or updates to

these General Conditions will be deemed expressly accepted by the Client if the latter does not withdraw from these General Conditions within the Notice Period, i.e., within 14 (fourteen) days from the communication sent by BE CHARGE as per Article 3.2.

#### **4. DURATION, WITHDRAWAL, TERMINATION, AND RESOLUTION**

4.1. This Contract is concluded when accepted by the Client and is for an indefinite period.

4.2. The Client may exercise the right to withdraw within 14 days from subscribing to this Contract ("Withdrawal Period").

4.3. If the Client consents and acknowledges it, they may begin using the Services during the Withdrawal Period. In such cases, the Client will be required to pay for the Services already provided as indicated in the document "Annex 1: Fees for the use of the Services via the Plenitude On the Road APP".

4.4. If the Client purchases a prepaid "Be Card" (as defined below in Article 6) and exercises the right to withdraw within the Withdrawal Period from the purchase, BE CHARGE will refund the amount paid to purchase the prepaid "Be Card", provided that it has not been used in the meantime (either in full or partially). The Client will not be refunded if they exercise the right to withdraw after the Withdrawal Period.

4.5. Regarding the Fees, the provisions of "Annex 1 – Fees for the use of the Services via the Plenitude On the Road APP" apply for the exercise of the right to withdraw.

4.6. The Client may exercise their right to withdraw by sending a non-ambiguous communication to [support@bec.energy](mailto:support@bec.energy) indicating their wish to withdraw, or by sending the completed and signed form in Annex 2 (Annex 2 – "Withdrawal Form"). The Client will receive a response regarding the withdrawal management via email. Unless expressly requested by the Client, their account will not be deleted.

4.7. Notwithstanding the provisions of the preceding Articles, the Client may withdraw from this Contract at any time by clicking the "Delete Account" button in the "Account Data" page of the App or by sending an explicit request to [support@bec.energy](mailto:support@bec.energy). BE CHARGE will delete the account within 10 (ten) days of receiving the Client's withdrawal request. In such cases, the Client will be charged for the Services used up to the account deactivation date.

4.8. If the Client withdraws with a prepaid Be Card that still has a balance or has not yet expired, the withdrawal will take effect the day after the expiration of the prepaid "Be Card". BE CHARGE will deactivate the account within 10 (ten) days after the expiration. In such cases, the Client will be charged for the Services used up to the account deactivation date, applying the Fee in effect at the time of Service use. However, if the Client wishes for immediate account cancellation, regardless of the expiration of the prepaid "Be Card", they must specifically indicate this in their withdrawal communication to [support@bec.energy](mailto:support@bec.energy).

4.9. The Client's withdrawal or termination of this Contract will result in the loss of Client status, the deactivation of the account, and the automatic dissolution of the Contract and any consequential or connected relationship with the Service.

4.10. BE CHARGE will have the right to terminate this Contract with immediate effect under Article 1456 of the Italian Civil Code in the following cases:

- i. the Client fails to meet their payment obligations; or
- ii. the Client uses the Service in violation of these General Conditions and/or applicable laws and regulations and/or for unlawful purposes, particularly for violating the following

clauses: Article 6, Article 9, Article 11, Article 13.

4.11. Without prejudice to the provisions of Article 4.8, BE CHARGE will have the right to terminate this Contract under Article 1454 of the Italian Civil Code, following a formal notice to comply within a minimum period of 15 days.

4.12. BE CHARGE will also have the right to suspend the Service, upon notification to the Client, in the event of non-payment or partial payment of the amount due for even a single issued and unpaid invoice. The Service and billing will be reactivated upon full settlement of all outstanding invoices.

## **5. USE OF THE SERVICE AND EXTRA-PARKING FEE**

5.1. The registration and/or use of the Plenitude On The Road App by the Client is free of charge.

5.2. The Client's use of the Services entails the payment of a fee for the charging service based on the Tariffs chosen by the Client. The financial terms of the various Tariffs available to the Client are better described in the document titled "Annex 1 – Fees for the use of the Services via the Plenitude On the Road App", attached to this Contract and available at the following link: <https://www.eniplenitude.eu/e-mobility/terms-and-conditions-pricing>

5.3. The Client may not occupy BEC Charging Stations and their respective parking areas for longer than the time indicated in the App as “free parking”, after which an extra-parking fee will be applied to the Client. The “free parking” period begins when the energy provision from the Charging Station ends and lasts for 60 minutes. Only in the case of Quick charging stations with a power output of up to 22 kW will the extra-parking fee for exceeding the “free parking” period not apply during nighttime hours, i.e., from 11 PM to 7 AM.

5.4. After the “free parking” period, the time of occupancy of the BEC Charging Station relevant to the application of the extra-parking fee begins at the end of the “free parking” period, as defined above under Article 5.3, and lasts until the connector is removed from the Charging Station used.

5.5. The extra-parking fee applied to the Client for BEC Charging Stations is calculated by applying a fixed fee for each minute of occupancy of the Charging Station and the respective parking area. The fixed fees vary according to the type of socket used and are as follows:

- Quick (AC up to 22 kW): €0.12/min
- Fast (DC up to 99 kW): €0.20/min
- Fast+ (DC up to 149 kW): €0.30/min
- Ultrafast (DC over 150 kW): €0.30/min

5.6. BE CHARGE reserves the right to apply the extra-parking fee described above even in the case of charges carried out with a power output lower than the minimum Power Level as described in Article 11.

5.7. The start time for the charge is visible in real-time on the App during the charging session, and at the end of the charging session, in the “Activity – History” section.

5.8. Non-payment of the extra-parking fee may result in the suspension and/or termination of the Contract under Article 4, and the related amounts will be recovered by BE CHARGE in accordance with the law.

5.9. For Third-Party Charging Stations, the terms and amounts related to the application of the extra-parking fee or penalties for occupying the respective parking areas beyond the time limits are defined by the operators who own the charging station.

## **6. BILLING AND PAYMENTS**

6.1. The invoice includes the charges and/or any credits, specifying the related Services used. The invoice is issued in digital format and sent to the email address provided in the billing profile and stored in the "invoice history" section of the App. Payment can be made through the App using the accepted payment methods listed below and in the App's payment section. The Client's due amount to BE CHARGE is charged at the end of the Service. The invoice will list the charges and/or any credits, specifying the related Services used.

6.2. The billing frequency varies according to the Tariff selected by the Client, as better described in the document "Annex 1 – Fees for the use of Services via the Plenitude On the Road App", attached to this Contract.

6.3. The payment method is specific to each profile associated with the account and linked to the billing profile as completed by the user. For all Clients, the payment method associated with their billing profile at the time of subscribing to the Service is considered the automatic payment method for the Service.

6.4. The accepted payment methods are as follows:

- Credit or debit card with VISA and MASTERCARD network;
- Prepaid "Be Card": a tool provided by BE CHARGE containing a predetermined amount that allows the money to be credited to the "Wallet" available in the App. The credit can be used within 6 months from the purchase date to access the electric charging Service (as defined in the document "Annex 1 – Fees for the use of Services via the Plenitude on the road App") exclusively at Charging Stations (owned by BE CHARGE or third parties with which BE CHARGE may have an interoperability agreement) located in Italy and the Republic of San Marino.
- The Be Card can only be purchased by those who have selected Italy or the Republic of San Marino as their primary country.

6.5. Regarding the Prepaid "Be Card", the Client may purchase various denominations:

### **BE CARD 50 BE CARD 100 BE CARD 150**

Cost: €50    Cost: €100    Cost: €150

Value: €53    Value: €110    Value: €170

6.6. The Be Card can be purchased directly in the App using a credit card. Once purchased, the Be Card can be used through the Wallet available in the dedicated section. The 6-month expiration will be displayed in the App at the time of purchase; after this period, a new Be Card can be purchased.

6.7. Prepaid cards of other denominations and with different expiration dates may also be available, provided by BE CHARGE or third parties directly to the Client.

6.8. After the expiration date indicated in the App, any remaining unused credit in the Wallet will be canceled and will no longer be usable or refunded. Additional Be Cards may be purchased even if the credit related to the first purchased card has not yet expired. If multiple Be Cards are present, the App's payment system will prioritize using the credit from the Be Card closest to expiration.

6.9. If the payment for the Service fails, BE CHARGE will notify the Client of the failed payment and suspend the Service until the outstanding amount is settled.

6.10. The RFID "Plenitude On the Road" card is a method to start/stop the Charging Service and allows the Client to initiate and terminate the charge according to the Tariff of the associated profile. The RFID card is linked to the same payment methods as the App, as described in Article 4. The Client can purchase it in the appropriate section of the App. To activate the RFID card, it must be linked to a Client profile via the App.

## **7. DISCOUNT COUPONS**

7.1. The Client can take advantage of discount programs offered by BE CHARGE, or companies within the Eni Group, or their partners, or third parties, for example, through the assignment of Coupons/Vouchers, through the activation of a specific promotion, or through the use of Gift Cards. Discount services are better described in the specific terms and conditions of the relevant promotion.

## **8. DISCLAIMER**

8.1. To the maximum extent permitted by applicable law, excluding cases of willful misconduct or gross negligence by BE CHARGE, or in the event of death or physical injury caused by an action or omission by BE CHARGE, BE CHARGE will not be liable for any direct or indirect damages of any kind that the Client or any third party may suffer due to the Service that is not attributable to BE CHARGE, or for changes in the methods, schedules, and/or conditions of Service provision, as well as due to the suspension, interruption, or unavailability of the Service itself caused by vehicles, technological devices, IT systems, telecommunications, or any other reason attributable to third parties.

8.2. Regarding the map display of Third-Party Charging Stations, BE CHARGE cannot be held responsible for any damages resulting from inaccurate geographical identification of Third-Party Charging Stations, as well as for any direct or indirect damage resulting from the use of these stations, which remain under the exclusive responsibility of the third-party provider.

8.3. Moreover, BE CHARGE is not responsible for total or partial non-performance of its obligations due to force majeure, including but not limited to: acts of the State or Public Administration, acts of Public Authority, legal limitations, fires, floods, explosions, riots, strikes, industrial disputes, electricity shortages, telephone line interruptions, or lack of fuel

oil and others.

8.4. In any case, to the maximum extent permitted by applicable law, the Client expressly exempts BE CHARGE from any liability, except in cases of personal injury, for any damages of any kind suffered by the Client and/or third parties in relation to the execution of the Contract, not resulting from willful misconduct or gross negligence by BE CHARGE, but rather attributable to the willful misconduct or gross negligence of the Client.

8.5. BE CHARGE or Clients may provide links to other websites or internet resources. The Client acknowledges and agrees that BE CHARGE cannot be held responsible for the operation of external websites or resources. BE CHARGE is not required to monitor and does not monitor the content of such websites and assumes no responsibility for the content and/or material, including advertisements, disclosed on such websites or external resources, or for the products or services offered there. Such products or services cannot be considered in any way sponsored, shared, or supported by BE CHARGE, and therefore the Client assumes full responsibility for any purchases made of said products or services.

## **9. PROHIBITION OF RESALE OR COMMERCIAL USE OF THE SERVICES**

9.1. The Client's right to use the Services is personal and non-transferable. The Client is prohibited from reselling or making any other commercial use of the Services without BE CHARGE's written consent.

## **10. INDEMNITY**

10.1. The Client agrees to use the Services solely for lawful purposes and in compliance with applicable laws, customs, diligence standards, and without infringing on the rights of any third party, with particular regard to data protection regulations, intellectual and industrial property protection laws, and telecommunications regulations. The Client assumes full and exclusive responsibility for the content of messages and texts sent by them or on their behalf to third parties via the Services, recognizing themselves as solely responsible, and releasing BE CHARGE, as well as its affiliates or controlling or controlled companies, its representatives, employees, and any BE CHARGE partners, from any damage or claim and reimbursing BE CHARGE for any costs (including legal fees) arising from third-party claims or actions against BE CHARGE for damages caused by the Client or persons authorized by the Client to access the Services.

10.2. Regarding the above, the Client agrees to immediately inform BE CHARGE via email at [support@bec.energy](mailto:support@bec.energy) of any unauthorized use of their account by third parties or any other security violation they become aware of, and to indemnify and hold BE CHARGE harmless from any and all claims, including claims for damages, directly or indirectly arising from the aforementioned use or abuse by anyone.

## **11. DELIVERABLE ENERGY LEVEL BASED ON POWER**

11.1. The instantaneous power level available from each charging point can reach a maximum equivalent to the kW value indicated in the App ("Maximum Power Level").

11.2. To correctly use the Charging Service, the Client must set a minimum instantaneous power threshold absorbed by the vehicle of at least 1 kW ("Minimum Power Level"). BE



CHARGE reserves the right to terminate these General Conditions, as detailed in Article 4.10 above, and apply the extra-parking fee as described in Article 5 above in cases of charges made with a power lower than the Minimum Power Level.

11.3. The Maximum Power Level indicated in the App may not actually be delivered due to technical reasons, such as, by way of example and not limitation, network congestion or other technical reasons related to the vehicle, the battery condition, the charging infrastructure, or the network connection.

11.4. It is understood that BE CHARGE will not be held liable for any power delivery that falls below the Maximum Power Level, even if this is indicated or estimated in the App.

## **12. PERSONAL DATA PROCESSING**

12.1. For the purpose of subscribing and using the Services, it may be necessary to process the Client's personal data. BE CHARGE undertakes to process such personal data in compliance with the applicable data protection regulations, including Regulation (EU) 2016/679 ("GDPR"), and according to the Privacy Policy available in the appropriate section of the App. The processing of the Client's personal data will be carried out based on the information provided in the privacy notice pursuant to Article 13 of the GDPR.

## **13. INTELLECTUAL PROPERTY RIGHTS**

13.1. The Client expressly acknowledges that all intellectual and/or industrial property rights, including but not limited to know-how, source code, software, hardware, designs, applications, patents, trade secrets, formulas, algorithms, models, databases, trademarks, models, and similar, related to the Services, the App, the PLENITUDE website, the data, and other materials provided by BE CHARGE or otherwise made available to the Client by BE CHARGE under this Contract, are and remain the exclusive property of BE CHARGE and those to whom it is the legitimate licensee.

13.2. The Client is expressly prohibited from reproducing, copying, modifying, selling, transferring, licensing, granting, transferring to third parties, and/or creating derivative works from any intellectual and/or industrial property right of BE CHARGE, nor may third parties be permitted to do so through the Client or their electronic device and Plenitude on the Road account. The Client also acknowledges that all content (including but not limited to software, images, graphics, photos, music, sound, video, text, data, etc.) of any promotional correspondence between the Client and third parties advertising their products via the "web mail" service is protected by applicable copyright laws, trademarks, service marks, patents, or other proprietary rights and laws. Some areas of the App implement Google Maps mapping services, including Google Maps Application Programming Interfaces (APIs). The Client's use of Google Maps is subject to the terms and conditions of Google Maps services.

## **14. APPLICABLE LAW AND JURISDICTION**

14.1. These General Conditions are governed by the applicable Italian law. The application of more favorable and mandatory provisions of the law of the country where the Client, who is also a consumer as defined by the Consumer Code, resides is reserved, provided that they do not habitually reside in Italy.

14.2. In compliance with the current regulations (Legislative Decree No. 206/2005 and subsequent amendments – "Consumer Code"), in the case of a Client who is also a consumer as defined by the Consumer Code, any dispute relating to the application, execution, and interpretation of this Contract shall be subject to the jurisdiction of the court of the place where the Client resides or has chosen domicile. For all other cases, the Court of Milan has jurisdiction.

## **15. ALTERNATIVE DISPUTE RESOLUTION**

15.1. BE CHARGE informs the Client who is also a consumer as defined by the Consumer Code that if they have filed a complaint with BE CHARGE, and the dispute remains unresolved, they may submit the dispute for amicable resolution through mediation to RisolviOnline, an independent and institutional service provided by the Arbitration Chamber of the Milan Chamber of Commerce. For more information on the RisolviOnline regulations or to submit a mediation request, the Client who is also a consumer as defined by the Consumer Code can visit the website [risolvionline.com](http://risolvionline.com).

15.2. As an alternative to the provisions of Article 15.1 above, BE CHARGE further informs the Client who is also a consumer as defined by the Consumer Code that a European online consumer dispute resolution platform (ODR Platform) has been established. The ODR platform is accessible at the following address: <http://ec.europa.eu/consumers/odr/>. Through the ODR platform, the Client who is also a consumer as defined by the Consumer Code can consult the list of ADR bodies, find the link to each of their websites, and initiate an online dispute resolution procedure. The BE CHARGE email address to be provided on the ODR platform is: [bechargesrl@legalmail.it](mailto:bechargesrl@legalmail.it).

15.3. The Client who is also a consumer as defined by the Consumer Code and resides in a member state of the European Union other than Italy may also access, for any dispute relating to the application, execution, and interpretation of these General Conditions, the European procedure for small claims established by Regulation (EC) No. 861/2007 of the Council of 11 July 2007.

15.4. In any case, the rights of Clients who are also consumers as defined by the Consumer Code to refer to the competent ordinary court for any dispute arising from these General Conditions are reserved, regardless of the outcome of the out-of-court resolution procedure, as well as, where applicable, to promote an out-of-court resolution of disputes by using the procedures referred to in Part V, Title II-bis of the Consumer Code, titled "Out-of-court settlement of disputes."

## **16. SUPPORT AND COMPLAINTS**

16.1. It is possible to request information, send communications, or submit complaints to BE CHARGE by the following methods:

- i. through the App, by accessing the following Customer Service section;
- ii. by sending an email to [support@bec.energy](mailto:support@bec.energy);
- iii. by contacting the following phone number, available 24/7: 0230329064.

16.2. BE CHARGE will respond to complaints by email within 5 working days from the date of the complaint.

## **17. UNFAIR CLAUSES**

17.1. The parties expressly declare their acceptance of the content of Articles 2, 3, 4, 5, 6, 8, 10, 11, 14, and 15.

### **ANNEX 1: FEES FOR THE USE OF SERVICES VIA THE PLENITUDE ON THE ROAD APP**

This document, attached to the General Conditions governing the use of the Services provided to its clients by BE CHARGE S.R.L. (“BE CHARGE” or “BEC”) via the App, describes and regulates the various fees (“Fees”) for the use of the electric vehicle charging service (“Charging Service”) at public charging stations owned by BEC (“BEC Charging Stations”) or by compatible third-party operators (“Third-Party Charging Stations”, collectively BEC Charging Stations and Third-Party Charging Stations, “Charging Stations”), which the Client can access via the App or through the associated RFID card.

#### **1. DEFINITIONS**

1.1. In this document, capitalized words and expressions, unless otherwise defined, shall have the meaning attributed to them within the General Conditions, of which this document is an Annex and an integral part.

#### **2. FEES FOR THE USE OF THE CHARGING SERVICE**

2.1. The use of the Charging Service entails the payment of a fee based on the Tariff chosen by the Client. This fee is all-inclusive and covers all costs associated with the use of the Service by the Client, as well as all taxes for which applicable legislation provides the right to recover.

#### **3. CONSUMPTION-BASED TARIFF**

3.1. The consumption-based tariff corresponds to the price in € (or another currency)/kWh charged to the Client for using the Charging Service at the Charging Stations (“Consumption-Based Tariff”).

3.2. The amount charged to the Client for using the Charging Service is calculated by multiplying the kWh delivered by the Consumption-Based Tariff published in the App regarding the Charging Station selected by the Client. The Consumption-Based Tariff may vary depending on the type of socket selected by the Client from the available options, i.e., Quick (AC), Fast (DC), Fast+ (DC), and Ultrafast (DC), and the Service operator in the case of Third-Party Charging Stations.

3.3. The Consumption-Based Tariff applied for the use of the Charging Service may vary depending on the Charging Station selected by the Client among those available in the App. In this regard, it is specified that the amount of the Consumption-Based Tariff applied for the use of the Charging Service at Third-Party Charging Stations is still determined by BE CHARGE: this amount may differ i) from the Consumption-Based Tariff applied for the use of the Charging Service at BEC Charging Stations; and ii) from the tariffs applied by other operators for charges made at their own Charging Stations.

#### **4. TARIFF**

#### **MODIFICATION**

4.1 BE CHARGE reserves the right to update, supplement, and/or modify this

document for justified reasons, including: (a) reasons of public interest and/or safety; (b) reasons related to compliance with legal and/or regulatory obligations; (c) reasons related to legislative and/or regulatory changes; (d) reasons related to the implementation of technical updates and improvements to the Services and the App, including any technical update of the App; (e) reasons related to the improvement or modification of the Services; (f) reasons related to the development and creation of new services by BE CHARGE; (g) technical, organizational, and/or commercial reasons that necessitate changes without which BE CHARGE would be unable to continue providing the Services covered by these General Conditions; (h) reasons related to changed market conditions.

4.2 Updates to this document will be communicated with a 14-day notice period (“Notice Period”), by publication on the website <https://www.eniplenitude.eu/e-mobility/terms-and-conditions> and through communication in the App, as well as through direct communication to the Client at the email address provided during registration and/or subscription to the Service.

## **5. BILLING PERIODICITY**

5.1. For charges made under the PAY PER USE Tariff, the invoice is issued and sent to the Client at the end of each charging session and includes the fees due for the use of the Charging Service and any extra costs due to the payment of penalties applied under Article 5.5 of the General Conditions of Contract.

5.2. The payment method is specific to each profile associated with the account. For all Clients, the payment method associated with their account at the time of subscribing to the Service, or otherwise indicated within the Client's profile, is the default payment method for the Service. See Article 6.4 of the General Conditions for further details.

5.3. The details of the Tariffs will be available in the appropriate section of the App, and in the same section, the Client may modify the Tariff for each profile associated with the account without any cost or restriction.