

Terms and Conditions
INVOLTUM SERVICES BV
Relating to services provided by

AanUit.net

Marktstroom

NomadPower

Walstroom



Article 1 – Definitions

Provider:	Involtum Services B.V., a private limited liability company with registered office at Hofplein 20-unit 7.01, 3032 AC Rotterdam and registered in the Trade Register of the Chamber of Commerce under Number 34291491, in its capacity as provider of Labels and owner of the software application including the activation channels consisting of app, customer website and interactive voice response system;
AanUit.net	Label by Provider with focus on users of leisure facilities such as camper sites, campsites and marinas;
Activation-point:	Any service, device or access that can be individually activated, deactivated and settled;
GDPR	General Data Protection Regulation (EU) 2016/679;
Anonymous User:	A user of an Activation-point not registered with a Label of Provider and a Transaction done anonymously using a Credit card payment;
Credit card:	A Visa or MasterCard credit card;
Operator:	An operator who would like to use services of Label for its Activation-points on Location, as specified in the Agreement;
User:	A Registered User or Anonymous User who uses an Activation-point
Registered User:	A user of an Activation-point registered with a Label from Provider;
Group entity:	A company belonging to the same group of companies as the party concerned;
Label:	The service by Provider consisting of app, website and voice-response system, aimed at a specific target group of users, for which devices for general use, such as washing machines and dryers, utilities such as electricity and water, mooring charges and parking charges and access to general and private spaces can be activated, deactivated and settled;
Supplier:	The supplier of the devices which can be activated;
Location:	The location of the Operator where the services of Label are offered as specified in the Agreement;
Marktstroom	Label by Provider focusing on users of shared use electricity cabinets in public spaces;
NomadPower	Label by Provider focusing on truck drivers;
Agreement:	The agreement between Provider and Operator;
Party (s)	Provider, Operator or Provider and Operator together;
Rate:	The rate set by Operator per consumption unit or per Transaction specified and applicable to a certain Activation-point;
Transaction:	A session or a transaction at an Activation-point;
Transaction costs:	The cost of providing services as charged by Provider as specified in the Agreement;
Walstroom	Label by Provider with focus on shipping industry;

Article 2 – Applicability Terms and Conditions

- 2.1. The Terms and Conditions apply to all offers and agreements whereby the Provider supplies goods and/or services of any kind and by any name to Operator.
- 2.2. The Operator is always bound by the latest version of the Terms and Conditions. The most recent version of the Terms and Conditions is always published and downloadable from the website of Provider and will be send to Operator on first request free of charge per (electronic) post.
- 2.3. Applicability of any general Terms and Conditions of the Operator or third parties are explicitly rejected.
- 2.4. Derogations from these Terms and Conditions are only valid as far as they have been explicitly agreed in writing. If one or more of the provisions in these Terms and Conditions are waived, the remaining provisions shall remain in full.
- 2.5. In cases where these Terms and Conditions are not foreseen, the Provider will take reasonable measurers.
- 2.6. In writing will include electronically for these Terms and Conditions.

Article 3 – Operations by Provider

- 3.1. Purpose of the Agreement is that visitors of the Location can enter into Transactions using onsite Activation-points provided by the Provider. Operator will provide Provider all cooperation and information which Provider deems necessary or useful or which are required by rules or regulations to fulfil the assignment.
- 3.2. Provider will perform the order to best understanding and ability and in accordance with the requirements of care, expertise and craftsmanship, but is free in the manner of execution of the assignment. Provider can determine in its sole discretion whether to include third parties, including but not limited to Group Companies, to execute (parts of) the assignment. However, Provider remains

responsible and liable for the correct execution of the assignment as described in the Agreement and the Terms and Conditions.

- 3.3. Facilities of Operator that are classified as Activation-points are falling under this Agreement and the Terms and Conditions.

Article 4 – Content of the services by Provider

- 4.1. Provider uses a software application that is connected to the activation channels consisting of an app, customer website and possibly an interactive voice response telephone system. The software application including the activation channels consisting of the app, customer website and interactive voice response system is owned by Provider. Users can use these channels to communicate using the software application and activate and deactivate Activation-points and thus originated Transactions can be processed and billing and payment collection can subsequently take place. Provider is responsible for the management of the software application and can decide to adjust and improve the software application in its sole discretion.
- 4.2. All Registered Users are registered in a centralised customer database. Provider shall ensure that all personal data obtained under the Agreement and Terms and Conditions are processed in compliance with the GDPR. All customer data are the property of Provider. Provider is not a processing agent as referred to in the GDPR and parties will also not enter into a data processing agreement. Operator has insight into (limited) personal data of Users who make use of Activation-points situated at the Location(s) of Operator. Operator shall ensure that it only processes these personal data in compliance with GDPR. Parties shall inform each other without delay of any data breach relating to the Users' personal data at the Location(s) of Operator.
- 4.3. Provider ensures a telephone helpdesk support for Users. Provider seeks to operate

the telephone helpdesk 7 days a week between the hours from 08.00 until 20.00 using centralised telephone numbers per Label. Helpdesk assists Users in Dutch or if requested in English. Through the Helpdesk Users can also report failures of the Activations-points. In this case, the Provider will notify Supplier or a maintenance company as designated by Operator. Operator is responsible for contracting the Supplier or the designated maintenance company.

- 4.4. Provider provides Operator access to a web portal to monitor the current and historic usage and availability of the Activation-points.
- 4.5. Provider provides, on behalf of the Registered Users, periodically invoicing of the Transactions. Anonymous Users, who only use Credit card, will not receive an invoice. Provider reserves the right to charge Anonymous Users, who pay by Credit card, an additional fee per Transaction. Invoices are only provided electronically. Provider explicitly specifies the value added taxes. To minimise the collection risk Provider can decide to charge Registered Users out of a prepaid balance held with Provider. In case Provider allows post payment, Provider operates an active debt management system which sends Registered Users timely notifications and reminders for the amounts to be collected. Upon request Provider will forward a list of outstanding amounts per debtor to Operator. Provider and Operator work jointly to collect the sums owed. The collection risk is for Operator. Provider reserves the right to discontinue services to defaulters until the amounts owed are paid.
- 4.6. Provider reserves the right to introduce new payment methods and to no longer offer payment methods. Provider will ensure that there are sufficient opportunities for Registered Users to fulfil payment obligations.
- 4.7. Operator determines the Rate for services and taxes at Activation-points. The Rate consists

of, for all offered Activation-points and in all cases, one part for the services of Provider and one part for Operator. In the Agreement is specified how the Rate for each Activation-point is built up (not visible to Users).

- 4.8. Provider provides, on behalf of the Operator, the services relating to the Activation-points for the Users. Provider does not have the role of energy and/or water supplier, supplier of devices or landowner/landlord or the role of energy or water customer customer of any devices or tenant but only that of the service provider linked to the operation, capturing, billing and collection of Transactions at the Activation points at the Locations. Operator is the contracting party towards any energy and/or water supplier and landlord (if there is any) and Operator is the reseller of electricity and drinking water, the supplier of devices and landlord of any form of accommodation towards the Users.
- 4.9. Operator provides the communication to Users and stakeholders and the communication relating to regulations, Rates settings, direction signing and any other regulatory aspects.
- 4.10. Provider can in its sole discretion and for its own costs decide to start advertising and promotions towards potential Users and existing Users. Provider is not allowed without explicit permission of Operator to advertise or start promotional work at the Location of the Operator.

Article 5 – Fees for Services provided

- 5.1. The Rates are set by Operator and will be adjusted by the Provider at the request of the Operator within a reasonable time. The Rates as specified by Operator can be found on the website of Provider.
- 5.2. Provider can adjust Transaction costs annually as of 1 January according the CBS services price index (DPI).
- 5.3. Provider will send Operator on a monthly basis an invoice specifying the proceeds for

Operator minus the Transaction costs for Provider. The invoice will include any applicable taxes. The proceeds for Operator will be paid out by Provider within 30 days after invoice date. The Transaction costs for Provider shall be deducted from the proceeds or separately invoiced. The Operator explicitly agrees that the Provider may issue an invoice and invoice number on behalf of the Operator. In case no payment has occurred prior to the invoice's due date, Parties are liable to pay statutory interest due ex Article 6:119a BW and reimbursement of reasonably (additional-) judicial collection costs occurred.

- 5.4. Invoices sent by the Provider will be sent to the email address of Operator as mentioned in the Agreement.

Article 6 – Liability

- 6.1. Any attributable shortcoming in the fulfilment of the obligations of the Provider gives Operator the right to order Provider to cure all of the failure and/or consequences thereof at the expense and risk of the Provider.
- 6.2. Provider shall be liable solely for direct damages suffered by Operator and/or third parties as a result of an attributable shortcoming by act or omission of the Provider, or its staff or third parties acting on behalf of Provider, to an maximum amount equivalent to the Operator paid Fees to the Provider for the provision of services over the preceding 12 months, per event or series of directly related events.
- 6.3. Provider indemnifies Operator – to the maximum amounts referred to in paragraph 2 of this article – against all claims of third parties in connection with attributable shortcomings under this Agreement. The indemnity shall also cover direct damage and costs incurred by Operator.
- 6.4. Provider is not liable to any third party for damages as a result of its acting in accordance with the Agreement or the Terms and Conditions or the execution thereof and

Operator shall indemnify Provider for any third-party claims, except if such claims result from willful misconduct by Provider. Such indemnity and limitation of liability shall also apply to the Provider's staff and third parties acting on behalf of Provider in accordance with the Agreement or the Terms and Conditions and the execution thereof.

- 6.5. Provider and Operator shall ensure that the liability referred to in this article is sufficiently covered by a liability insurance and Parties agree to send the other Party a proof of such liability insurance upon first request.

Article 7 – Force majeure

- 7.1. In case of force majeure, the performance of the Agreement will be suspended in whole or in part for as long as the force majeure continues. Parties are not liable for any damages for the duration of the force majeure.
- 7.2. In any event, force majeure shall not be understood as lack of personnel, strikes, default by the other party's involved third parties, breakdown of machines, liquidity or solvency problems.

Article 8 – Termination

- 8.1. The agreement shall be entered into for a period of one (1) year, as from the date of the registration by Operator with Provider. Thereafter, this Agreement shall automatically be extended for an indefinite period until it is terminated in writing by one of the Parties with at least two (2) months' notice.
- 8.2. Operator (or in case of sub 8.2.3 Provider and Operator) is allowed to suspend or to terminate the execution of the Agreement in whole or in part by a written statement immediately (and without being held liable to pay any compensation) in the event that:
- 8.2.1. Provider files for protection under bankruptcy laws or is declared bankrupt;
- 8.2.2. Provider terminates the carrying on of its business; or

8.2.3. Breach by the other Party in the performance of any obligation under the Agreement and, as far as the cure of such breach is not permanently or temporarily impossible, such breach is not cured within thirty (30) days after written notice thereof.

8.3. All claims outstanding from a Party to the other Party will become due and payable immediately in full upon termination of the Agreement.

8.4. If any obligation under this Agreement cannot be complied with because of restrictions imposed by any law or regulation by relevant authorities, Parties will mutually discuss any changes in the execution of the Agreement, in such a way that the original Agreement remains intact as much as possible. If Parties after mutual consultation conclude that the execution of the Agreement is no longer possible, the Agreement will be terminated, and Parties will mutually agree on a final settlement.

Article 9 – Transfer rights and obligations

Parties shall not wholly or partly transfer the rights and obligations of this Agreement and Terms and Conditions to third parties without the prior written consent from the other Party. The limitation in the preceding sentence shall not apply if the rights and obligations are transferred to a Group entity. Parties shall withhold their approval for such transfer only in case of substantial grounds and acting reasonably.

Article 10 – Modification and invalidity of article(s)

10.1. Provider is at all times entitled to change the Terms and Conditions with immediate effect.

However, core terms such as nature, price, scope and extent of the services of Parties and all that is specified in detail will be left unchanged. Changes will take effect 30 days after the day on which they were published on the website of Provider.

10.2. If any provision of the Terms and Conditions is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Terms and Conditions shall not be affected or impaired thereby.

If any provision of the Terms and Conditions is held to be illegal, invalid or unenforceable or deemed to be unreasonable under the given circumstances, such provision shall be deemed reformed to the extent necessary to be valid and enforceable, taking into account all circumstances, and to give the maximum effect to the intent of the Parties hereto.

Article 11 – Applicable law and competent court

11.1. The Terms and Conditions are governed by and construed under the laws of the Netherlands, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes arising out of or relating to the Agreement, Terms and Conditions, and/or the service provided by the Provider will be subject to the exclusive jurisdiction of the competent court in Rotterdam.

11.2. The provisions of the preceding paragraph shall not limit the rights of Parties to use arbitration to settle a dispute.