

Terms of Use

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VoltStation B.V. | Statutory seat: Groningen | KvK: 97250325 | VAT ID: NL867969684B01
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1. Who we are

VoltStation B.V. ('VoltStation', 'we', 'us' or 'our') operates the website voltstation.app, the VoltStation mobile application and the related power bank rental services (together: the 'Services'). Through the App, VoltStation makes power banks and related stations/cabinets available (together: the 'Equipment').

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- Email: support@voltstation.app
- Website: voltstation.app

2. Definitions

- **Account:** your personal user account in the App or Services.
- **App:** the VoltStation mobile application through which users can create an Account, view Stations and place Rental Orders.
- **Website:** the public website voltstation.app and any related legal, informational or business pages operated by VoltStation.
- **Services:** the Website, the App, Rental Orders, account functionality, payments, support and related technical systems operated by or for VoltStation.
- **Equipment:** power banks, Stations and other hardware made available by VoltStation.
- **Station:** a VoltStation charging station, cabinet or return point where power banks can be rented or returned.
- **Rental Order:** the order you place via the App or another flow expressly offered by VoltStation to unlock and use Equipment, including the applicable pricing and, where applicable, a pre-authorisation or payment authorisation.
- **Rental Period:** the period from unlocking a power bank up to and including correctly returning it to a designated Station in the VoltStation network, or until the Rental Order is otherwise terminated by VoltStation in accordance with these Terms.
- **Partner Location:** a third-party location where Equipment is placed, such as hospitality venues, shops, educational locations, events or other public or private locations.
- **Consumer:** a natural person acting for purposes outside their trade, business, craft or profession.
- **Referral Programme:** the optional programme described in Article 12 of these Terms, if and when made available in the App or Services.
- **Unsettled Rental Order:** a Rental Order for which the final amount has not yet fully settled, has not yet been successfully collected, or is still subject to reversal, chargeback or payment failure risk.

3. Scope, acceptance and formation

These Terms apply to use of the Website, the App, the Services and to each Rental Order. The website-use provisions apply when you use the Website. To create an Account or place a Rental Order in the App, you must expressly accept these Terms and, where applicable, the Payment Authorisation document before you can continue. A Rental Order is concluded when you confirm the unlock in the App and the applicable payment, pre-authorisation or payment authorisation has been accepted. The rates, any start fees, daily cap, total cap, maximum reserved amount, replacement fee, payment method and other order details are shown in the App before confirmation and form part of

the Rental Order. If information in the App, such as rates or Station-specific rules, deviates from these Terms, the information shown in the App applies for that specific part, insofar as this does not conflict with mandatory law.

4. Website use, website information and communication

You may use the Website for normal informational purposes, including reading information about VoltStation, opening or downloading the App, submitting a business or partner enquiry and viewing legal documents. You must not misuse the Website, interfere with security, submit false or harmful information, scrape the Website in a disruptive manner, attempt to gain unauthorised access or use the Website for unlawful purposes. We try to keep Website information accurate and up to date, but information may occasionally be incomplete, delayed or incorrect. Prices, availability, Station information and other details relevant to a specific Rental Order are shown in the App before confirmation and apply to that Rental Order, to the extent this is not contrary to mandatory law. If you submit a partner enquiry, business contact form or similar request through the Website, you are responsible for providing accurate and lawful information. We may use the information to respond to your request and for related administrative purposes, as described in the Privacy Policy. The Website itself normally does not create a Rental Order. A Rental Order is formed through the App or another flow expressly offered by VoltStation. The provisions on Rental Orders, payment, pre-authorisation, iDEAL | Wero / SEPA Direct Debit, returns, replacement fees, withdrawal rights and Partner Locations apply only when you use the App or rental service or place a Rental Order. The Website may contain links to third-party websites, app stores, social media or service providers. VoltStation is not responsible for the content, availability, terms or privacy practices of third-party websites or services.

5. Conditions of use

You may use the App, Services and Equipment only if:

- you are at least 18 years old;
- you provide accurate account, contact and payment information;
- you use the App, Services and Equipment in accordance with the instructions in the App and on or near the Station;
- you keep your login details secure and report suspected misuse to VoltStation without delay;
- you use the Equipment with due care and return it after the Rental Period to a designated Station in the VoltStation network; and
- you do not use the App, Services or Equipment in a way that is unlawful, unsafe, fraudulent or harmful to VoltStation, other users, Partner Locations or third parties. You are responsible for all actions performed via your Account, unless the misuse was caused by circumstances attributable to VoltStation.

6. Rental Order, pricing and payment

Rates are displayed in the App before you confirm the Rental Order. A Rental Order may consist of a time-based fee charged per 15-minute block, a daily cap, and a total cap per order. The total cap is the maximum amount charged for a single Rental Order and is shown in the App before confirmation. Payment is processed via the payment methods offered in the App, which currently may include iDEAL | Wero, Apple Pay, Google Pay and debit or credit card. Payments are handled by Stripe Technology Europe, Limited (Stripe) as VoltStation's payment service provider. VoltStation does not process or store full card numbers or CVV codes. If VoltStation later uses another payment service provider, this will be shown in the App and reflected in the Privacy Policy where required. All prices shown to consumers in the Netherlands include Dutch VAT (BTW) at the applicable rate, unless explicitly stated otherwise.

7. Payment authorisation, pre-authorisation and iDEAL | Wero / SEPA Direct Debit

For certain payment methods, VoltStation uses a pre-authorisation: a temporary reservation on your payment method as security for payment of the Rental Order costs. Pre-authorisation applies to card payments, Apple Pay and Google Pay, where supported by the relevant payment method and payment service provider. The reserved amount equals the total maximum charge per Rental Order, which is shown before confirmation.

After the Rental Order ends, only the amount actually due is charged or captured. The remainder of the reservation lapses or is released by your bank or payment service provider; release times may differ per provider. No

pre-authorisation or reservation of funds takes place when you pay via iDEAL | Wero. iDEAL | Wero may instead be used to verify your bank account and set up a SEPA Direct Debit mandate or similar payment authorisation for this and future Rental Orders via your Account. A small initial verification or setup payment, for example EUR 0.01, may be made for this purpose. If you set up a SEPA Direct Debit mandate or similar payment authorisation, you authorise VoltStation to collect, through its payment service provider Stripe, the final amount due for the relevant Rental Order from your linked bank account. The order details shown in the App and any order confirmation may inform you of the expected amount. The SEPA Direct Debit notification email sent by Stripe may serve as advance notice of the collection, including the amount and expected collection date. After the Rental Order ends, the amount actually due is automatically collected through the linked payment method. Processing and settlement of a SEPA Direct Debit may take several business days. SEPA Direct Debit is not a guaranteed payment method. A collection may fail, be refused by your bank, be reversed or remain unsettled for several business days. Statutory reversal or refund rights under SEPA Direct Debit rules may apply. If a validly owed amount is reversed, refused or charged back, the amount remains payable to VoltStation unless the charge was incorrect. Because iDEAL | Wero payments are processed afterwards via SEPA Direct Debit and settlement may take several business days, VoltStation may allow you to have up to three Unsettled Rental Orders paid via iDEAL | Wero. Once this limit is reached, VoltStation may temporarily block new Rental Orders until one or more outstanding payments have settled or been paid. Additional details are set out in the separate Payment Authorisation document, which you accept before selecting or confirming your payment method when placing a Rental Order.

8. Loss, theft, damage and failure to return

You are responsible for the Equipment during the Rental Period. You must return the power bank to a designated Station in the VoltStation network and follow the return instructions in the App and on or near the Station. A replacement fee of EUR 29.99 inclusive of BTW applies if: (a) a power bank is not returned to a designated Station in the VoltStation network within 72 hours of the start of the Rental Period; or (b) you confirm in the App that the power bank has been lost, stolen or damaged to the extent that it cannot be returned. This amount equals the maximum charge per Rental Order and is shown before you confirm the Rental Order. The replacement fee will not be charged in addition to the total cap for the same order. The replacement fee is not due to the extent that the failure to return, incorrect registration or damage was caused by a malfunction of the App, the Station, or another circumstance attributable to VoltStation. If you believe this is the case, you must report this as soon as possible via the App or by email to support@voltstation.app. VoltStation will investigate the report and correct the charge if the investigation shows that the fee was charged incorrectly.

9. Safety instructions

You must not open, disassemble, modify, expose to water, heat, fire, extreme cold or excessive force, or use a power bank that is visibly damaged. If a power bank becomes unusually hot, leaks, is swollen, wet, damaged or appears unsafe, you must stop using it immediately and contact VoltStation. You must not continue using or give a damaged or unsafe power bank to third parties.

10. Partner Locations

Partner Locations are not a party to the Rental Order and are not responsible for payments, refunds, replacement fees, technical malfunctions, customer support or disputes regarding Rental Orders, unless expressly agreed otherwise in writing. Questions and complaints must be addressed to VoltStation via the App or support@voltstation.app. A Partner Location may assist with practical matters, such as pointing out where the Station is located, but this does not make the Partner Location responsible for the App, Services, Equipment, payments or customer support.

11. Right of withdrawal for distance contracts (consumers)

If you are a Consumer and conclude a distance contract, you generally have a statutory cooling-off period of 14 days, unless an exception applies. A Rental Order is normally performed immediately. Before you confirm a Rental Order, VoltStation asks for your express consent to immediate performance. By confirming the Rental Order, you agree that VoltStation may start the service immediately and you acknowledge that your right of withdrawal is lost once the service has been fully performed. The service is fully performed when the Rental Order has ended and the final

amount has been determined, or when the Rental Order has otherwise been completed in accordance with these Terms. After that moment, the Rental Order can no longer be cancelled by invoking the 14-day cooling-off period. If you withdraw after performance has started at your request, but before the service has been fully performed, you must pay a proportionate amount for the part of the service already provided. This amount is calculated on the basis of the tariff shown and agreed before the Rental Order started. If you withdraw during an active Rental Order, VoltStation treats this as a request to end the Rental Order. You must stop using the power bank and return it without undue delay to a designated Station in the VoltStation network. Until the power bank is correctly returned, or the Rental Order otherwise ends in accordance with these Terms, VoltStation may charge the agreed tariff for continued use. If you do not return the power bank, return it late, return it damaged or continue using it, VoltStation may charge costs for continued use, damage or non-return in accordance with these Terms. To exercise a right of withdrawal where it still applies, use the withdrawal function offered in the App or Website where available, or contact support@voltstation.app and include your name, Account details and Rental Order ID.

12. Referral Programme

VoltStation may offer a Referral Programme via the App or Services. If and when the Referral Programme is active, the following conditions apply.

12.1 Reward. When a person you refer through the Referral Programme ('your Friend') completes their first paid Rental Order, both you and your Friend will each receive a coupon for 30 minutes of free rental time.

12.2 Trigger. The Reward is issued after your Friend's first paid Rental Order has been successfully completed and the payment has settled. No Reward is issued if the qualifying Rental Order is refunded, cancelled, reversed, charged back, unpaid, or paid using an existing free coupon or promotion.

12.3 Validity. Each Reward coupon is valid for 90 days from the date of issue. After the expiry date, unused coupons lapse automatically and cannot be reinstated or exchanged for cash or other value.

12.4 Limit. One Reward coupon per qualifying Rental Order per Account. Multiple coupons may not be combined on a single Rental Order, except as expressly permitted in the App. Coupons cannot be transferred to another Account and have no cash value.

12.5 Eligibility and misuse. Both the referring user and the referred Friend must hold a valid Account in good standing. VoltStation may withhold, reverse or reclaim Rewards if there are indications of abuse, fake or duplicate accounts, self-referrals, payment reversals, chargebacks, manipulation or circumvention of these conditions.

12.6 Modification. VoltStation may modify or discontinue the Referral Programme at any time. Where reasonably possible, notice will be given via the App. Coupons already validly issued will be honoured until their expiry date, unless issued or used abusively.

13. Account restrictions, suspension and termination

VoltStation may temporarily restrict, suspend or block your Account in the event of outstanding payments, failed collections, chargebacks, suspected fraud, misuse of coupons or the Referral Programme, manipulation of QR codes or Stations, damage to Equipment, safety risks, unlawful use, or other use in breach of these Terms. Where reasonably possible, we will inform you of the reason and give you the opportunity to contact us at support@voltstation.app. You may stop using the App or Services at any time and may request Account deletion as described in the Privacy Policy. Account deletion does not affect payment obligations, legal retention obligations, fraud prevention, dispute handling or claims relating to previous Rental Orders.

14. Availability and maintenance

We aim for continuous availability of the App, Website, Services and Equipment, but cannot guarantee uninterrupted availability. The App, Website, Services, Equipment or Stations may be temporarily unavailable due to maintenance, malfunctions, connectivity issues, empty or defective Stations, payment service outages or causes beyond our control. Where possible, we will communicate planned maintenance in advance.

15. Conduct rules

You may not:

- use the App, Services or Equipment for unlawful, unsafe or fraudulent purposes;
- interfere with Stations, hardware, software, QR codes, payment flows or security measures;
- attempt to obtain unauthorised access to any system or Account;
- damage, remove, hide, resell, lend or misuse Equipment;
- create fake, duplicate or misleading Accounts;
- abuse promotions, coupons, referrals or refunds; or
- submit content or support messages that are unlawful, misleading or infringe third-party rights.

16. Intellectual property

All intellectual property rights in the Website, the App, software, trademarks, logos, text, images, designs and content belong to VoltStation or its licensors. You receive a personal, non-exclusive, non-transferable and revocable right to use the App and Services for normal use in accordance with these Terms.

17. Liability

VoltStation is not liable for indirect damages, such as consequential loss, lost profits or missed savings, unless such exclusion is not permitted by mandatory law. To the extent VoltStation is liable, liability is limited to the amount you paid for the relevant Rental Order, or, if higher, the amount paid out by VoltStation's liability insurance for the relevant event. This limitation does not apply to liability that cannot legally be limited or excluded, including liability for personal injury, mandatory product liability, mandatory consumer protection rights, or damage caused by intent or wilful recklessness of VoltStation.

18. Complaints and support

You can report complaints, safety issues or questions via the App or by email to support@voltstation.app. We aim to respond within 10 working days of receipt. Where possible, include the Rental Order ID, transaction details, Station location and relevant photographs to help us investigate. If we are unable to resolve your complaint to your satisfaction, you may seek consumer information and guidance from ConsuWijzer (www.consuwijzer.nl), the consumer information service of the Dutch Consumer Authority (Autoriteit Consument & Markt). VoltStation does not currently participate in out-of-court dispute resolution via an accredited Alternative Dispute Resolution body.

19. Changes

We may change these Terms. The most recent version is available in the App and/or on voltstation.app. In case of material changes, we will inform you via the App, website and/or email. Changes do not apply retroactively to ongoing Rental Orders, unless required by law or safety.

20. Governing law and competent court

These Terms and each Rental Order are governed by Dutch law. If you are a Consumer and reside in the EU, you also retain the protection of mandatory consumer law provisions of your country of residence. Disputes may be submitted to the competent court in the Netherlands, unless mandatory law designates a different court.

21. Final provisions

If any provision of these Terms is invalid, the remainder of the Terms remains in force. The parties will replace the invalid provision with a valid provision that most closely reflects the intent of the original provision.

Language. This document is available in Dutch and English. If there is any discrepancy or inconsistency between versions, the Dutch version prevails for the interpretation and enforcement of these Terms and any Rental Order.