**EVBox Terms of Use** 

Last updated: 29.10.2025

These terms of use apply to your use of the EVBox website and ad-hoc charging session service ("Ad-Hoc Charging") (together "Services"). By using any of these Services, you

confirm that you accept and comply with these terms of use ("Terms"). If you do not

agree to these Terms, you should not use these Services.

1. Who we are and how to contact us

The Services are offered to you by EVTRONIC SAS (EVBox Bordeaux), a limited liability

company under French laws, with registered offices at 34, rue Denis Papin, 33850

Léognan (France), registered in the Bordeaux Trade and Companies Register under

number 500 494 984 and with intra-community VAT number FR42500494984. To contact

us, please e-mail <a href="mailto:support@evbox.com">support@evbox.com</a>.

2. Other applicable terms

The following terms and conditions may also apply:

Our <u>Privacy Policy</u> to our processing of your personal data;

• Our Cookie Policy to us placing cookies and using related technology.

3. Our promise

We aim to provide you uninterrupted access to our Services at any time. However, we

cannot guarantee that they will always be available or uninterrupted. Should you

experience a problem with using the Services, you can contact our support team via our

website.

4. Your obligations

You will:

1. not interfere with or disrupt the Services, or the data contained therein;

2. not use, send or store through the Services any content which is or may be construed as obscene, indecent, pornographic, seditious, offensive, defamatory,

libelous, threatening, liable to incite racial hatred or acts of terrorism, menacing

blasphemous, harmful to children, violating third party intellectual or industrial

property rights or otherwise in breach of any law or not intended for the use of the

platform as described in the documentation;

- 3. not attempt to gain unauthorized access to the Services;
- 4. when using Ad-Hoc Charging, observe any and all policies and rules of the owner of the charging station and/or the property where the charging station is located.

### 5. Free of charge

Accessing our website and creating an account in our Partner Portal are all free of charge. However using Ad-Hoc Charging may incur charges such as for instance connection fees, costs for the use of kWh/charging time, payment handling fees. These costs are presented by the charging station owner or operator you are using.

### 6. Changes to our Services

As we are constantly improving our Services, we may add or remove functionalities or make other changes from time-to-time. We aim to give you reasonable notice of any major changes impacting your use of the Services and to minimize any possible disruption of the availability thereof.

### 7. Disclaimer

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Further, your use of our Services, including Ad-Hoc Charging is at your own risk. The Services are provided on an "as-is" and "as available" basis. We hereby disclaim all warranties relating to the Services, express or implied, including, but not limited to any warranties against infringement of third party rights, merchantability and fitness for a particular purpose.

# 8. Links

Our Services may contain links to other websites and/or resources provided by others, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

## 9. Keeping your account details safe

You must keep your account details, including your password, safe and may not grant anybody else access to your account.

### 10. Intellectual property

We (and our licensors, where applicable) own all right, title and interest, including all intellectual property rights in and to the Services and the Terms do not convey you any rights of ownership in or related to the Services, or any other intellectual property right owned by us (or our licensors, where applicable) except as explicitly provided in these Terms, in which case such right shall in any case be revocable, non-exclusive, non-transferable and non-sublicensable.

Any use, representation or reproduction, of all or part of the Services, by any process whatsoever and on any medium whatsoever, without the prior written authorization of EVBox, is prohibited and constitutes an infringement punishable under intellectual property law.

You agree that you will not use our intellectual property rights or any of our proprietary information in any way whatsoever, except for use of the Services in compliance with these Terms. In particular you shall not:

- 1. modify, rent, loan, sell, distribute, assign or in any other way transfer the Services or content in any manner;
- 2. exploit the Services in any manner not expressly authorized nor use it in any unlawful manner, for any unlawful purpose or in any manner inconsistent with these Terms, or act fraudulently or maliciously;
- 3. copy, reproduce, translate, adapt, modify, alter, tamper with or make derivative works of all or any part of the Services;
- 4. where downloaded software is contained in the Services and unless to the extent it cannot be prohibited under applicable law, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or object code, or underlying ideas or algorithms of the software, or access the software in order to (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the software; or (iii) copy any ideas, features, functions or graphics of the software;

5. remove, change, or otherwise use our logos or trademarks, unless agreed otherwise in writing.

#### 11. Viruses

Unless explicitly agreed otherwise with you, we do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology computer programs and/or other operating devices to access and/or use our Services. You should use your own virus protection software.

You must not misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Services, the server on which such Services are stored, or any server, computer or database connected to such Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of-service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach and amongst other remedies we might invoke, your right to use our Services will cease immediately.

### 12. Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation. We exclude all implied conditions, warranties, representations, or other terms that may apply to our Services, including their content. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (a) use of, or inability to use, our Services; or (b) use of or reliance on any content displayed on our Services. In particular, we will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage. These liability limitations are also for the benefit of our officers, directors, and employees.

### 13. Changes to these terms

We amend these Terms from time-to-time and shall publish such amendments on our website or make them otherwise available to you.

### 14. Termination

As we are constantly changing and improving our Services, we may suspend or stop one or more Services altogether at our sole discretion.

# 15. Governing laws and jurisdiction

These Terms are governed and construed in accordance with the laws of France and the competent court of Bordeaux, France, has exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms.

## 16. Severability

If any provision of these Terms is or becomes illegal, invalid or unenforceable, in any respect it shall not affect or impair the legality, validity or enforceability of any other provision of the Terms; and if such provision would be legal, valid or enforceable to the extent some part of it were deleted, such provision shall apply with the minimum modifications necessary to make it legal, valid or enforceable.