

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

## GENERAL TERMS AND CONDITIONS

These general conditions of contract ("**General Conditions**" or "**Contract**") govern the terms and conditions of the services ("**Services**" and, individually, "**Service**") provided to customers by BE CHARGE S.R.L., VAT no.: 09957510960; registered office in Via Carlo Bo 11, Milan, email/certified email: bechargesrl@legalmail.it, phone no. +39 0237929489 ("**BE CHARGE**" or "**BEC**") by means of the Plenitude On the Road app ("**App**"). To use the Services, you will need to enter your billing information and a valid payment method on the App. You may also choose to register as a customer of the Service ("**Customer**" or "**User**") according to the instructions provided in the following point "**Registration and joining the Service**", after accepting these General Conditions. The Customer understands that the prices for using the Services are set out in the document "*Annex 1: Rates for use of the Services with the Plenitude On the Road APP*" ("**Rates**") attached to these General Conditions and an integral and substantive part thereof, available at the following link <https://eniplenitude.eu/e-mobility/terms-and-conditions>. The General Conditions shall also apply to any new Services that may be provided to Customers in the future, subject to their acceptance by the same.

More information about the Service is also available on the [PLENITUDE website https://eniplenitude.eu/e-mobility](https://eniplenitude.eu/e-mobility)

## 1. PURPOSE OF THE CONTRACT

**1.1** The purpose of this Contract is the provision of the following Services by BE CHARGE via the App:

- a) Electric vehicle charging ("**Charging Service**") at public charging stations owned by BEC ("**Plenitude On the Road Charging Stations**") and/or third-party operators ("**Third-party Charging Stations**", collectively **Plenitude On the Road** Charging Stations and Third-party Charging Stations, "**Charging Stations**") compatible with the Service, which the Customer can access using the App or associated RFID card;
- b) A map of the electric vehicle Charging Stations compatible with the Service provided by BE CHARGE;

- c) Setting up of Customers' preferred Charging Stations;
- d) Booking of a charging point at a Charging Station for a time slot prior to unlocking and starting the charging process at the selected Charging Station;
- e) Unlocking the individual charging point and starting the charging process at the selected Charging Station, including by using the RFID card linked to the profile;
- f) Monitoring the charging process at **Plenitude On the Road** Charging Stations and Third Party Charging Stations where available;
- g) Stopping charging using the button on the App or 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 relative parking area that starts from the time the Charging Service ends until the time a penalty applies, as defined in article 5) if the Customer has set up notifications on the App;
- i) Purchase and linking of an RFID card to the profile;
- j) Automatic payment of the charges for the Service, using the methods the Customer has set up in their profile;
- k) Storage and display of charging session history and invoices received in a dedicated section;
- l) Changes to personal data and the payment method associated with the profile;
- m) Linking of multiple profiles to the same account. Each profile will have a dedicated Rate and/or a dedicated display of the Charging Stations it can access. BEC will identify these profiles by linking each one to 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 after this Contract has been signed.

**1.3** Every time Customers use the Service and for the duration of the Contract, they are obliged to comply with and observe the provisions contained in these General Conditions and relative annexes.

## 2. REGISTRATION AND JOINING THE SERVICE

**2.1.** Customers can access the Service as follows:

- i. By registering using the smartphone App ("**Registered Users**"). After completing the registration procedure and clicking on the "Accept" button, the Customer declares they have carefully read and expressly accepted these General Conditions, their annexes and the privacy policy. For more details, see the "Frequently Asked Questions" section on the App or on the [PLENITUDE website](#);

ii. Without registering on the App, by entering their billing information and payment method to use the Service ("**Unregistered Users**"). In order to use the Service, these General Conditions, their annexes and the Privacy Policy must be accepted. For more details, see the "Frequently Asked Questions" section on the App or on the [PLENITUDE website](#). These General Conditions and, where appropriate, the document "*Annex 1 – Rates for use of the Services with the Plenitude On the Road APP*" also apply to those who access the Service without registering on the App.

**2.2.** Customers who wish to use the Services without registering may only use the following Services, after entering their payment and billing information:

a) Electric vehicle charging at public Charging Stations compatible with the Service, which the Customer can access using the App, solely with the Pay per Use Rate as defined in article 3 of *Annex 1: Rates for use of the Services with the Plenitude On the Road App*;

b) A map of the electric vehicle Charging Stations compatible with the Service provided by BE CHARGE;

c) The route to reach the selected Charging Station;

d) Unlocking the individual charging point and starting the charging process at the selected Charging Station;

e) Monitoring the charging process at Plenitude On the Road Charging Stations and Third-party Charging Stations where available;

f) Stopping charging using the button on the App.

**2.3.** Activation of the Charging Service is in any case subject to approval by BE CHARGE of the method of payment entered when joining the Service. See article 6 for a list of approved payment methods.

**2.4.** Those joining the Service must be over the age of 18 and have a VAT number.

### **3. CHANGES TO THE SERVICES, GENERAL CONDITIONS AND RATES**

**3.1.** BE CHARGE reserves the right to update, supplement and/or change the Services and these General Conditions (including *Annex 1: Rates for use of the Services with the Plenitude On the Road App*, see article 3.3) when there are reasonable grounds, including: (a) public interest and/or security; (b) compliance with legal and/or regulatory obligations; (c) legal and/or regulatory changes; (d) the implementation of technical updates and improvements to the Services and the App, including any technical updates to the App; (e) improvements and changes to the Services; (f)

the design and creation of new services by BE CHARGE; (g) technical, organisational and/or commercial reasons for changes without which BE CHARGE would be unable to continue providing the Services covered by these General Conditions; and (h) changes in market conditions and the economic/commercial assumptions on which the conditions for provision of the Services were based.

**3.2.** Updates to these General Conditions will be communicated 14 (fourteen) days ("**Notice Period**") in advance, directly to the Customer at the email address provided by the same when registering with and/or joining the Service. Once the Notice Period has expired, unless the Customer has withdrawn, the changes will be considered effective. Changes will be published on the website <https://eniplenitude.eu/e-mobility/terms-and-conditions> and notified on the App.

**3.3.** For changes and updates to the Rates, please see the document "*Annex 1: Rates for use of the Services with the Plenitude On the Road APP*".

**3.4.** If the event of supplements, updates and/or changes to these General Conditions, including amendments to the Rates, the Customer shall have the right to withdraw from these General Conditions, as detailed in article 4 below and in compliance with the Notice Period.

**3.5.** It is understood that, should the Customer withdraw following a change/supplement/update to these General Conditions or Rates, they will have the right to continue using the Services until such time as BE CHARGE cancels the account, as detailed in article 4 below.

**3.6.** The Customer acknowledges and accepts that changes, supplements and/or updates to these General Conditions shall be deemed expressly accepted by the Customer, unless the latter withdraws from these General Conditions before the end of the Notice period, i.e. within 14 (fourteen) days from the date of receipt of the communication sent by BE CHARGE referred to in article 3.2 above.

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

**4.1.** This Contract shall be valid from the moment it is accepted by the Customer and is for an indefinite period of time.

**4.2.** After registering or joining, in any case Customers have the right to reconsider within 14 days of entering into this Contract ("**Cooling-off Period**").

**4.3.** Following their express consent and acknowledgement, Customers wishing to start using the Services during the Cooling-off Period will be required to pay for Services already provided, as indicated in the document "*Annex 1: Rates for use of the Services with the Plenitude On the Road APP*".

**4.4.** Customers who have purchased a prepaid "Card" (as defined in article 6.4 - 6.8 below) and wish to exercise their right to reconsider within the Cooling-off Period starting from the purchase, will be refunded the amount paid to purchase it by BE CHARGE, provided that it has not been used in the meantime (in whole or in part). Customers will not be reimbursed if they exercise their right to reconsider once the Cooling-off Period has expired.

**4.5.** Customers who have purchased a "Plenitude On the Road" RFID card (as defined below in article 6.10) and wish to exercise their right to reconsider within the Cooling-off Period starting from the purchase, will be refunded the amount paid to purchase it within 10 (ten) days from the date of the request by BE CHARGE after the latter has deactivated it. From the date of deactivation of the "Plenitude On the Road" RFID card, the Customer may no longer use it to pay for the Services, although they may continue to use the Services using the other payment methods listed in article 6.

**4.6.** Customers may exercise their right to reconsider by sending an email clearly stating that they wish to exercise this right to [support@bec.energy](mailto:support@bec.energy). Customers will receive feedback on management of the "reconsideration" by email. Unless expressly requested by the Customer, their account will not be deleted.

**4.7.** Without prejudice to the provisions of the previous articles, Customers may withdraw from this Contract at any time by clicking on the "Delete Account" button on the "Account Data" page in the App or, if they are unable to do so, by sending an explicit request to this effect to [support@bec.energy](mailto:support@bec.energy). In response to this request, BE CHARGE will delete the account within 10 (ten) days of receiving the withdrawal request from the Customer. In this case, the Customer will be billed for the charges relating to the Services used until the account is deactivated.

**4.8.** In the event of withdrawal by a Customer with a prepaid Card that still has credit or has not yet expired, the withdrawal will be effective from the day after the expiry date of the prepaid "Card". BE CHARGE will deactivate the account within 10 (ten) days of the expiry date. In this case, the Customer will be billed for the charges relating to the Services used until the account is deactivated and the Rate applied will be the one applicable at the time that the Services are used. If, on the other hand, the Customer wishes to immediately cancel their account, regardless of the expiry date of the prepaid "Card", they must specifically indicate this in their notice of withdrawal to [support@bec.energy](mailto:support@bec.energy).

**4.9.** Withdrawal by the Customer, or termination of this Contract, entails the loss of the status of Customer and deactivation of the account, as well as automatic dissolution of the Contract and of any consequential relationship connected to the Service.

**4.10.** BE CHARGE shall have the right to terminate this Contract with immediate effect pursuant to article 1456 of the Italian civil code in the following cases:

i. A Customer is in default of its payment obligations; or

ii. A Customer has used the Service in breach of these General Conditions and/or in breach of the applicable laws and regulations and/or for illegal purposes and, specifically, for breach of the following clauses: article 6; article 9; article 11; and article 13.

**4.11.** Without prejudice to the provisions of article 4.8 above, BE CHARGE shall have the right to terminate this Contract pursuant to article 1454 of the Italian civil code, after sending notice to the Customer to fulfil their obligations within a minimum period of 15 days.

**4.12.** BE CHARGE shall in any case have the right to suspend the Service, subject to notifying the Customer, in the event of non-payment or partial payment of the charges relating to even a single invoice issued and not paid. **The Service and billing will be reactivated upon payment of all outstanding bills.**

## 5. USE OF THE SERVICE AND EXTRA PARKING RATE

**5.1.** Registration and/or use of the Plenitude On the Road App by the Customer is free of charge.

**5.2.** Use of the Services by the Customer involves payment of a charge for the Charging Service based on the Rates chosen by the Customer. The terms of the various Rates made available to the Customer are described in the document "*Annex 1 – Rates for use of the Services with the Plenitude On the Road App*", attached to this Contract and available at the following link: <https://eniplenitude.eu/e-mobility/terms-and-conditions-pricing>

**5.3.** Customers may not occupy Plenitude On the Road Charging Stations and their parking areas for longer than the "free parking" period indicated in the App, after which an extra parking rate will be applied. The "free parking" period begins when charging ends, and lasts for 60 minutes. In Quick Charging Stations with power of up to 22 kW only, the extra parking rate applicable after the "free parking" period does not apply during nighttime, i.e. from 11 pm to 7 am.

**5.4.** At the end of the "free parking" period, the time in a Plenitude On the Road Charging Station to be charged as extra parking rate starts from the end of the "free parking" period, as defined above in article 5.3, to the time the charging cable is removed from the Charging Station used.

**5.5.** The extra parking rate applied to the Customer for Plenitude On the Road Charging Stations is calculated by applying a fixed rate to each minute spent at the Charging Station and its parking area. The fixed charges vary depending on the type of charging point used and are shown below:

Quick (AC up to 22kW)	€0.12/min
-----------------------	-----------

Fast (DC up to 99kW)	€0.20/min
Fast+ (DC up to 149kW)	€0.30/min
Ultrafast (DC over 150kW)	€0.30/min

**5.6.** BE CHARGE reserves the right to apply the above extra parking rate also in the case of recharges using a lower power level than the Minimum Power Level described in article 11.

**5.7.** The time the charge starts to be applied may be viewed in real time on the ongoing recharging screen on the App and, when charging is finished, also in the "Activities – History" section.

**5.8.** Failure to pay the extra parking rate may result in suspension and/or termination of the Contract pursuant to article 4, and the relative sums will be recovered by BE CHARGE in accordance with the law.

**5.9.** In the case of Third-party Charging Stations, the conditions and amounts applying to extra parking rates or penalties for occupying parking areas after the permitted time are set by the Charging Station owners.

## 6. BILLING AND PAYMENTS

**6.1.** The bill shows charges and/or credits, and specifies which Services have been used. The bill is issued in digital format and sent to the email address indicated on the billing profile and stored in the "Billing History" section of the App. Payment may be made, through the App, using the payment methods indicated below and in the payments section of the App. The amount the Customer owes to BE CHARGE is debited when the Service ends. The bill will show charges and/or credits, and specifies which Services have been used.

**6.2.** The billing frequency varies depending on the Rate selected by the Customer, as described in the document "*Annex 1 – Rates for use of the Services with the Plenitude On the Road App*", attached to this Contract.

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

**6.4.** The following payment methods are accepted:

- Credit or debit cards operating on the VISA, MASTERCARD, VPAY and MAESTRO circuits. The payment service provider is Nexi;
- **Prepaid "Card"**: An instrument provided by BE CHARGE containing a predetermined amount that allows the sum of money to be credited to the "**Wallet**" in the App. The credit can be used within six months from the date of purchase to use the electric Charging Service (as defined in the document "*Annex 1 – Rates for use of the Services with the Plenitude On the Road App*") exclusively at Charging Stations (of BE CHARGE or third parties with which BE CHARGE has entered into an agreement) within Italy and the Republic of San Marino;

**6.5.** The prepaid "Card" can only be purchased by Registered Users that have chosen Italy or the Republic of San Marino as their main recharging country in the App. Registered Users will be able to choose between different prepaid "Card" types:

	<b>CARD 50</b>	<b>CARD 100</b>	<b>CARD 150</b>
<b>Cost</b>	<b>50</b>	<b>100</b>	<b>150</b>
<b>Actual Value</b>	<b>53</b>	<b>110</b>	<b>170</b>

**6.6.** The Card can be bought directly on the App with a credit card. Once the Card has been purchased, it can be used by selecting the Wallet in the dedicated section as the method of payment. The six-month expiry date will be shown in the App at the time of purchase.

**6.7.** Prepaid cards of other denominations and with different expiry dates may also be provided by BE CHARGE or third parties directly to the Customer.

**6.8.** Once the Card's 6-month validity period has expired (the period indicated in the App), any unused residual credit in the Wallet will be reset to zero, no longer be usable and not be returned. Additional Cards may be purchased even if the credit on the first one has not yet expired. If customers have more than one Card, the App payment system App will use the credit from the Card closest to its expiry date first.

**6.9.** Should payment of the Service be unsuccessful, BE CHARGE will notify the Customer of the failed payment, and suspend the Service until the outstanding amount is paid. If the payment failure is due to disruptions on the circuit, BE CHARGE will make up to 4 new attempts to debit the amount due using the same payment method.



**6.10.** The "Plenitude On the Road" RFID card is a method for starting/stopping the Charging Service, and enables the Customer to start and end charging at the Rate on the profile to which it is linked. The RFID card is linked to the same payment methods as the App, as described in article 4.

The RFID card may only be purchased by Registered Users at the price indicated in the relevant section of the App. To proceed with the purchase, the Registered User must have entered their billing information and a valid payment method in the App. In order to activate and use an RFID card, it must be linked to a Customer profile using the App. If the Customer does not have a valid payment method registered on the App (including when the debit/credit card linked to the billing profile has expired), they will not be able to use the RFID card.

**6.11.** As of June 5 2025, pre-authorisation of an amount of up to 100 euros may be requested on the credit or prepaid card registered on the App by the Customer to use the Charging Service. When charging is finished, any pre-authorised amount exceeding the cost of the Service will be released in accordance with the bank's timings.

## **7. DISCOUNT COUPONS**

**7.1.** Customers can take advantage of special Discount schemes offered by BE CHARGE, companies of the Eni Group, partners of the same or third parties, for example in the form of Coupons/Vouchers, specific promotions or Gift Cards. Discount services are described in more detail in the specific terms and conditions of the relevant promotion.

## **8. DISCLAIMER**

**8.1.** To the maximum extent provided for by applicable law, excluding cases of wilful misconduct or gross negligence on the part of BE CHARGE, or in the event of death or physical injury caused by an action or omission on the part of BE CHARGE, the latter shall not be liable for direct or indirect damages of any kind that Customers or third parties may suffer in any way due to the Service, which are not attributable to BE CHARGE, i.e. for changes in the methods, times and/or conditions of provision of the Service, as well as the suspension, interruption or, in any case, unavailability of the Service depending on vehicles, technological devices, telecommunications systems and in any case any cause attributable to third parties.

**8.2.** With respect to the map of Third-party Charging Stations, BE CHARGE cannot be held responsible for any damages deriving from the inaccurate geographical localisation of Third-party Charging Stations, or for any direct or indirect damage resulting from the use of the same, which remain the sole responsibility of the third-party provider.

**8.3.** Furthermore, BE CHARGE shall not be liable for the total or partial non-fulfilment of the obligations undertaken due to force majeure including, but not limited to: acts of the State and the Public Administration, acts of the Public Authority, legal limitations, fire, flood, explosions, mobilisations, riots, strikes, industrial disturbances, power cuts, interruption of telephone connections, lack of fuel oils and others.

**8.4.** In any case, to the maximum extent provided for by applicable law, Customers expressly exempt BE CHARGE from any liability, except in cases of damage to persons, for any damage of any kind suffered by the Customer and/or by third parties in the execution of the Contract, not deriving from the wilful misconduct or gross negligence of BE CHARGE, but attributable to the wilful misconduct or gross negligence of the Customer.

**8.5.** BE CHARGE or Customers may provide links to other sites or other resources on the internet/world wide web. Customers acknowledge and recognise that BE CHARGE can in no way be held responsible for the operation of external sites or resources. BE CHARGE is not obliged to monitor and does not monitor the content of such sites and takes no responsibility for the content and/or material, including advertising, of such sites or external resources or for the products or services offered by them. Such products or services cannot be considered in any way sponsored, shared or supported by BE CHARGE, and therefore the Customer takes full responsibility for any purchases made of said products or services.

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

**9.1.** Customers' right to use the Services is personal and non-transferable. Customers may not resell or make any other commercial use of the Services, without the written consent of BE CHARGE.

## **10. INDEMNITY**

**10.1.** The Customer undertakes to use the Services exclusively for lawful purposes permitted by the current provisions of law, usages and customs and rules of diligence, in any case without harming the rights of any third party, and with particular regard to data protection rules, laws on the protection of intellectual and industrial property and telecommunications regulations. Customers take full and sole responsibility for the content of messages and texts sent by them or on their behalf to third parties through the Services, acknowledging sole responsibility and exempting BE CHARGE, as well as those subjects affiliated to it, controlling it or controlled by it, its representatives, employees, and any partner of BE CHARGE, from any consequent claim for damages or recourse, and agreeing to reimburse BE CHARGE for any costs (including legal fees) arising from claims or

actions of third parties against it for damages caused by the Customer or by persons authorised by the Customer to access the Services.

**10.2.** With respect to the above, Customers undertake to immediately inform BE CHARGE by sending an email to **support@bec.energy** about any unauthorised use by third parties of their account or any other breach of security about which they become aware, in any case hereby undertaking to indemnify and hold BE CHARGE harmless from any and all claims, including claims for damages, proposed and/or arising, directly or indirectly, from the aforementioned use or abuse by any person.

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

**11.1.** The instantaneous power level available from an individual charging point can reach the maximum kW value indicated on the App ("**Maximum Power Level**").

**11.2.** To use the Charging Service correctly, Customers must set a minimum instantaneous power threshold that can be 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 rate referred to in article 5 above if charging is carried out at below the Minimum Power Level

**11.3.** The Maximum Power Level indicated on the App may not be that effectively available due to technical reasons including, but not limited to, network congestion or other technical causes relating to the vehicle, battery status, charging infrastructure or network connection.

**11.4.** It is agreed that BE CHARGE will not be held in any way responsible for power delivered at below the Maximum Power Level, even if this is indicated or estimated on the App.

## **12. PROCESSING OF PERSONAL DATA**

**12.1.** For the purposes of the provision and use of the Services, BE CHARGE shall process the personal data of Customers in accordance with the applicable laws governing the protection of personal data, including Regulation (EU) No 2016/679 ("**GDPR**"), and based on the Privacy Policy available in the relevant section of the App. The processing of Customers' personal data will take place in accordance with the information on the processing of personal data provided pursuant to article 13 of the GDPR.

## **13. INTELLECTUAL PROPERTY RIGHTS**

**13.1.** The Customer expressly acknowledges that all intellectual and/or industrial property rights, including, but not limited to, know-how, source code, software, hardware, projects, applications, patents, industrial secrets, formulas, algorithms, models, databases, trademarks, models and the like, relating to the Services, the App, the [PLENITUDE](#) website, data and other materials from BE CHARGE or otherwise made available to the Customer by BE CHARGE under this Contract are and remain the exclusive property of BE CHARGE and the subjects of which it is the legitimate licensee.

**13.2.** It is expressly forbidden for the Customer to reproduce, copy, modify, sell, assign, license, confer, transfer to third parties, and/or create works deriving from any of BE CHARGE's intellectual and/or industrial property rights, or to allow third parties to do so by means of the Customer or their electronic device and Plenitude On the Road account. Finally, the Customer acknowledges that all the content (including but not limited to software, images, graphics, photographs, music, sound, videos, texts, data, etc.) of any promotional correspondence between the Customer and third parties who advertise their products through the "webmail" service, are protected by current regulations on copyright, trademarks, the Service trademarks, patents or other proprietary rights and laws. Some areas of the App use Google Maps mapping services, including Google Maps application programming interfaces (APIs). The Customer's use of Google Maps is subject to the terms and conditions of the services provided by Google Maps. The "Explore" section of the App is implemented via Mapbox mapping services, including application programming interfaces (APIs). Customers' use of Mapbox is subject to the terms and conditions of the services provided by Mapbox.

## 14. APPLICABLE LAW AND JURISDICTION

**14.1.** These General Conditions are subject to current Italian law. This is without prejudice to the application to Customers who are also consumers within the meaning of the Consumer Code, as defined below, who do not have their habitual residence in Italy of any more favourable and mandatory provisions provided for by the law of the country in which they have their habitual residence.

**14.2.** In compliance with current regulations (Legislative Decree no. 206/2005 and subsequent amendments and additions – "**Consumer Code**"), in the case of a Customer who is also a consumer within the meaning of the Consumer Code, for any dispute relating to the application, execution and interpretation of this Contract, the court of the place where the Customer resides or has their elected domicile shall be competent. For all other cases, the Court of Milan shall have jurisdiction.

## 15. ALTERNATIVE DISPUTE RESOLUTION

**15.1.** BE CHARGE informs Customers who are also consumers within the meaning of the Consumer Code that, in the event that they have submitted a complaint to BE CHARGE and that it has not been

possible to resolve the resulting dispute, they may refer the dispute for amicable resolution through conciliation to RisolviOnline, an independent and institutional service provided by the Arbitration Chamber of the Milan Chamber of Commerce. For more information on the regulation of RisolviOnline, or to send a request for conciliation, Customers who are also consumers within the meaning of the Consumer Code may consult the website [risolvionline.com](http://risolvionline.com).

**15.2.** As an alternative to the provisions of article 15.1. above, BE CHARGE also informs Customers who are also consumers within the meaning of the Consumer Code that a European platform for the online resolution of consumer disputes has been set up (the ODR platform). The ODR platform can be accessed at the following address: <http://ec.europa.eu/consumers/odr/>. Through the ODR platform, Customers who are also consumers within the meaning of the Consumer Code can consult the list of ADR bodies, find the link to their websites and open an online procedure for resolution of the dispute in which they are involved. The BE CHARGE email address to indicate on the ODR platform is: [bechargesrl@legalmail.it](mailto:bechargesrl@legalmail.it).

**15.3.** Customers who are also consumers under in the meaning of the Consumer Code and reside in a European Union member state other than Italy, may, for any dispute relating to the application, execution and interpretation of these General Conditions, also access the European small claims procedure established by Regulation (EC) No 861/2007 of 11 July 2007.

**15.4.** In any case, Customers who are also consumers within the meaning of the Consumer Code retain the right to appeal to the ordinary court competent for any dispute arising from these General Conditions, whatever the outcome of the out-of-court settlement procedure, and, where the conditions are met, to initiate an out-of-court dispute resolution process, where appropriate, by means of the procedures referred to in Part V, Title II-bis of the Consumer Code, entitled "**Out-of-court resolution of disputes**".

## 16. SUPPORT AND COMPLAINTS

**16.1.** It is possible to request information, send communications or submit complaints to BE CHARGE in the following ways:

- 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 calling the following telephone number, which is available 24h/7: +39 0230329064

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

## 17. UNFAIR TERMS

**17.1.** The parties expressly declare that they accept the content of articles 2, 3, 4, 5, 6, 8, 10, 11, 14 and 15.

# ANNEX 1: RATES FOR USE OF THE SERVICES WITH THE PLENITUDE ON THE ROAD APP

This document, attached to the General Conditions that regulate use of the Services provided to its customers by BE CHARGE S.R.L. ("**BE CHARGE**" or "**BEC**") through the App, describes and governs the various rates ("**Rates**") for use of the electric vehicle Charging Service ("**Charging Service**") at public charging stations owned by BEC ("**Plenitude On the Road Charging Stations**") or third-party operators that are compatible ("**Third-party Charging Stations**", collectively **Plenitude On the Road Charging Stations** and **Third-party Charging Stations**, "**Charging Stations**"), which the Customer can access using the App or the associated RFID card.

### 1. DEFINITIONS

**1.1.** In this document, unless otherwise defined, terms and expressions indicated with capital letters shall have the meaning attributed to them within the General Conditions of which this document is an Annex and an integral and substantive part.

### 2. Charging Service RATES

**2.1.** Use of the Charging Service is paid for based on the Rate chosen by the Customer. This fee is all-inclusive, and therefore includes all charges relating to use of the Service by the Customer and any taxes required by law.

### 3. PAY PER USE RATE

**3.1.** The pay per use rate is the price in euro (or other currency) per kWh applied to the Customer for use of the Charging Service at the Charging Stations ("**Pay per use Rate**").

**3.2.** The amount charged to the Customer to use the Charging Service is calculated by multiplying the kWh for the Pay per use Rate published in the App for the Charging Station chosen by the Customer. The Pay per use Rate may vary depending on the type of charging point chosen by the Customer from the various options, i.e. Quick (AC), Fast (DC), Fast+ (DC) and Ultrafast (DC) and by the operator of the Charging Service in the case of Third-party Charging Stations.

**3.3.** The Pay per use Rate applied for the use of the Charging Service may differ, depending on the Charging Station chosen by the Customer from those available in the App. Note that the Pay per use Rates applied for use of the Charging Service at Third-party Charging Stations are in any case defined by BE CHARGE. The amount could differ **i)** from the Pay per use Rate applied for use of the Charging Service at Plenitude On the Road Charging Stations, and **ii)** from rates applied by other operators at their Charging Stations.

#### **4. Changes to Rates**

**4.1** BE CHARGE reserves the right to update, supplement and/or amend this document when there are reasonable grounds, including: (a) reasons of public interest and/or security; (b) compliance with legal and/or regulatory obligations; (c) legal and/or regulatory changes; (d) the implementation of technical updates and improvements to the Services and the App, including any technical updates to the App; (e) improvements and changes to the Services; (f) the design and creation of new services by BE CHARGE; (g) technical, organisational and/or commercial reasons for changes without which BE CHARGE would be unable to continue providing the Services covered by these General Conditions; and (h) changes in market conditions and the economic/commercial assumptions on which the conditions for provision of the Charging Service were based.

**4.2** Updates to this document will be communicated 14 (fourteen) days ("**Notice Period**") in advance on the website <https://eniplenitude.eu/e-mobility/terms-and-conditions> and in the App, and notified directly to the Customer at the email address provided by the same when registering with and/or joining the Service.

#### **5. BILLING frequency**

**5.1.** For recharges using the PAY PER USE Rate, the invoice is issued and sent to the Customer at the end of each charging session, and includes the charges due for the Charging Service and any extra costs due for the payment of penalties further to article 5.5 of the General Conditions of Contract.

**5.2.** The payment method is specific to each profile linked to the account. For all customers, the payment method associated with their account at the time of joining the Service or, in any case, the one indicated in the Customer's profile is the normal method of payment for the Service. See article 6.4 of the General Conditions for details.

**5.3.** Details of the Rates will be made available in the relevant section of the App. Customers can change the Rate for each profile linked to the account in this same section without cost or constraint.