

“PLENITUDE ON THE ROAD” APP: GENERAL TERMS AND CONDITIONS

These general conditions of contract ("**General Conditions**" or "**Contract**") govern the terms and conditions relating to the use of the services ("**Services**" and, each individually, "**Service**") provided by Plenitude On The Road S.r.l., with registered office in Milan, Via Carlo Bo, no. 11 (VAT No.: 09957510960; email/PEC (certified email): ontheroad@pec.emob.eniplenitude.com, telephone no.: 0237929489 - "**Plenitude On The Road**" or the "**Company**"), via the Plenitude On The Road app ("**App**") to its customers ("**Customers**" or "**Users**").

To access the Services, after accepting these General Terms and Conditions, you must create a billing profile ("**Billing Profile**") and enter your billing information and a valid payment method into the App. You may also register as a customer for the Service pursuant to the provisions of Art. 2 below - "Registration and joining the Service". The Customer acknowledges that, in exchange for using the Services, it must pay Plenitude On The Road the rates determined in accordance with the document "*Annex 1: Rates for the use of the Charging Service via the Plenitude On The Road APP*" ("**Rates**"), attached to these General Terms and Conditions and an integral and substantial part thereof, available at the following link

<https://eniplenitude.eu/content/dam/plenitude-uk/plenitude-on-the-road/app-terms-and-conditions.pdf>.

The General Terms and Conditions will also apply, subject to appropriate updates based on the provisions of Art. 3 below – “Modifications to Services, General Conditions, and Rates”, to any new Services that may be provided to Customers in the future.

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

1. PURPOSE OF THE CONTRACT

1.1 The purpose of this Contract is the provision of the following Services by Plenitude On The Road via the App:

- a) Start and stop of the electric vehicle charging service ("**Charging Service**") at public charging stations compatible with the Service,

both owned by Plenitude On The Road (“**Plenitude On The Road Charging Stations**”) and by third-party operators (“**Third-Party Charging Stations**”) – the Plenitude On The Road Charging Stations and the Third-Party Charging Stations will be jointly referred to hereinafter as “**Charging Stations**”), which the Customer can access via the App or using the RFID card associated with its profile (see art. 6.10);

- b) map display of Charging Stations for electric vehicles compatible with the Charging Service provided by Plenitude On The Road and the ability to reach these using the navigation apps on your device;
- c) Customer settings of their preferred Charging Stations;
- d) booking the Charging Service at one of the Charging Stations enabled for this feature for the period of time prior to the start of the Charging Service, as indicated in the app in the details of each Charging Station;
- e) monitoring the Charging Service provision process at Plenitude On The Road Charging Stations and, where available, at Third-Party Charging Stations;
- f) notification, upon activation of the Customer's *device*, of the expiry of the free parking period (i.e., of the maximum period during which it is possible to occupy the Charging Station and its parking area free of charge starting from the moment the Charging Service ends, as set forth in Art. 5 below);
- g) purchase and linking of an RFID card with the Customer's billing profile;
- h) payment, where applicable, of the fee for the use of the Services pursuant to the provisions of Art. 6 below;
- i) storage and display, in a dedicated section, of the history of the Charging Services used by the Customer and of the invoices issued for these;
- j) change of the personal data and payment method associated with the Customer's billing profile;
- k) linking of multiple Billing profiles to the same Customer. Each of these Profiles may envisage applying different Rates and/or a

dedicated display of the Charging Stations which the Customer can access. If a single Customer has multiple Billing Profiles, Plenitude On The Road will use a unique identification code to associate them with a single Customer;

1.2 Plenitude On The Road reserves the right to supplement the above-mentioned Services with additional ones, providing appropriate notice to the Customer, subsequent to signing this Contract.

1.3 When using the Services, the Customer is required to comply with and respect the provisions of these General Conditions and their annexes.

2. REGISTRATION AND JOINING THE SERVICE

2.1. Access to the Services is permitted exclusively to persons over 18 years of age and may take place either:

- 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 in the App or on the [PLENITUDE](#) website;
- ii. without registering with the App, by entering their billing information and payment method to use the Service ("**Unregistered Users**"). To use the Service, the Customer must declare that 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 in the App or on the [PLENITUDE](#) website.

2.2. Unregistered Users may, after entering the necessary payment and billing data, only use the following Services:

- a) Start and stop of the electric vehicle Charging Service at the **Plenitude On The Road** Charging Stations") and at the **Third-Party Charging Stations** that the Customer can access via the App, exclusively through application of the Pay per Use Rate as defined pursuant to Article 3 of *Annex 1: Rates for using the Charging Service via the Plenitude On The Road App*;
- b) view on a map the Charging Stations dedicated to electric vehicles

compatible with the Charging Service provided by Plenitude On The Road;

c) view the route to the selected Charging Station via the navigation apps on your device;

d) monitoring the Charging Service provision process at Plenitude On The Road Charging Stations and, where available, at Third-Party Charging Stations;

2.3. In both of the above-mentioned cases, access to the Services (including the Charging Service) is subject to the successful verification by Plenitude On The Road of the payment method entered by the Customer during registration or subsequently. See article 6 for a list of approved payment methods.

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

3.1. Plenitude On The Road reserves the right to update, supplement and/or change the Services and these General Conditions (including *Annex 1: Rates for use of the Charging Service 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 Plenitude On The Road; **(g)** technical, organisational and/or commercial reasons for necessary changes without which Plenitude On The Road 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 providing 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, the changes will be considered effective and the modified version of the General Conditions will be published on the website <https://eniplenitude.eu/content/dam/plenitude-uk/plenitude-on-the-road/app-terms-and-conditions.pdf>. Customers will be informed of this

circumstance via an in-app notification.

3.3. Regarding changes and updates to the Rates, please refer to the document *“Annex 1: Rates for using the Charging Service via the Plenitude On The Road APP”*.

3.4. In 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. 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 Plenitude On The Road referred to in article 3.2 above.

3.6. 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 Plenitude On The Road cancels the account, as detailed in art. 4 below.

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. The adhering Customer may, in any case, exercise 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 the Services already provided, as indicated in the document *“Annex 1: Rates for using the Charging Service via the Plenitude On The Road APP”*.

4.4. If the Customer purchases a prepaid card (as defined below in Art. 6) and exercises the right of reconsideration within the Cooling-Off Period starting from the date of purchase, Plenitude On The Road will refund the amount paid to purchase the prepaid card, provided it has not been used

(in whole or in part) in the meantime. Customers will not be reimbursed if they exercise their right to reconsider once the Cooling-off Period has expired.

4.5. If the Customer purchases a "Plenitude On The Road" RFID card (as defined below in Art. 6) and exercises its right to reconsider within the Cooling Off Period starting from the date of purchase, Plenitude On The Road will deactivate the "Plenitude On The Road" RFID card and refund the amount paid for it within 10 (ten) days of the request date. 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 Art. 6.

4.6. The Customer may exercise its right to reconsider by sending an unambiguous communication to support@service.emob.eniplenitude.com, expressing their intention to exercise their right to reconsider. Customers will receive feedback on management of the "reconsideration" by email. In the cases provided for in articles no. 4.4 and 4.5. above, unless the Customer expressly requests it, the relevant account will not be deleted.

4.7. Without prejudice to the foregoing, 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@service.emob.eniplenitude.com. In response to this request, Plenitude On The Road 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". Plenitude On The Road 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, however, the Customer wishes to immediately cancel their account, regardless of the expiry of the prepaid "Card", they must specifically indicate this in their communication of withdrawal to support@service.emob.eniplenitude.com.

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

4.10. Plenitude On The Road 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. the Customer is in default of its payment obligations; or
- ii. the 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; Article 13.

4.11. Without prejudice to the provisions of article 4.8 above, Plenitude On The Road 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. Plenitude On The Road shall in any case have the right to suspend the Service, subject to notifying the Customer, in the event of non-payment or of 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 of the Customer to the Plenitude On The Road App is free.

5.2. Use of the Charging Service by the Customer involves payment of a charge based on the Rates chosen by the Customer. The economic conditions of the various Rates made available to the Customer are described in more detail in the document entitled "*Annex 1 – Rates for the use of the Charging Service via the Plenitude On The Road App*", attached to this Contract and available at the following link: <https://eniplenitude.eu/content/dam/plenitude-uk/plenitude-on-the-road/app-terms-and-conditions.pdf>.

5.3. The Customer may not occupy the Plenitude On The Road Charging stations and the related parking area for a period exceeding the period

indicated in the App as "free parking". The "free parking" period begins when the charging at the Charging Station ends and lasts for 60 minutes. At the end of this "free parking" period, an extra-parking rate will be applied to the Customer. 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 spent occupying the Plenitude On The Road Charging Station relevant for the purposes of applying the extra-parking rate starts from the end of the "free parking" period, as defined *above* pursuant to art. 5.3, until the connector is removed from the Charging station being used.

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 after the end of the "free parking" period. The fixed charges vary depending on the type of charging point used and are shown below:

Type of Charging station	Euro	CHF
Quick (AC up to 22kW)	€0.12/min	0.12 CHF/min
Fast (DC up to 99kW)	€0.20/min	0.20 CHF/min
Fast+ (DC up to 149kW)	€0.30/min	0.30 CHF/min
Ultrafast (DC over 150kW)	€0.30/min	0.30 CHF/min

5.5. Plenitude On The Road 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 art. 11.

5.6. The start time of the Charging Service can be viewed in real time in the app's charging screen and, at the end of the charging session, also in the "Activities - History" section.

5.7. 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 Plenitude On The Road in accordance with the law.

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

6. BILLING AND PAYMENTS

6.1. Bills issued to the Customer indicate the charges and/or any credits, specifying the Services used by the Customer. The bill is issued in digital format and sent to the email address indicated on the Billing profile and is 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. Without prejudice to the provisions regarding pre-authorisation (see art. 6.7), the rate owed by the Customer to Plenitude On The Road will be charged upon delivery of the Service.

6.2. The Customer can select different payment methods for each Billing Profile linked to their account. For all Customers, the last payment method associated with their Billing Profile is automatically considered the preferred payment method for the Service, unless the Customer subsequently indicates a different method. The Customer cannot select the Multicard Enilive as the preferred payment method for the Service.

6.3. The following payment methods are accepted:

- a) **Credit or debit cards** operating on the VISA, MASTERCARD, VPAY and MAESTRO circuits. The payment service provider is Nexi;
- b) **Multicard Enilive**: payment instrument provided by Enilive S.p.A. and subject to the terms and conditions of use established by that company. It can be configured within the App to use the Services.
 - i. When configuring the Multicard Enilive, you will be asked to enter your Multicard number, PIN, driver code (if applicable), and tax ID code to verify the card's validity;
 - ii. The Multicard Enilive can only be used at Plenitude On The Road Charging Stations and Third-Party Charging Stations in Italy and the Republic of San Marino;
 - iii. To complete the dematerialisation process for the Multicard Enilive, the Customer will be required to perform an MFA (Multi-Factor Authentication) verification. If the verification process fails or if there are any issues with the Multicard Enilive, the Customer must contact centroservizi.multicard@enilive.com;
 - iv. The Customer may remove a Multicard associated with their Billing Profile at any time by accessing the "Payment Methods" section of the App within the "User Profile" section;
 - v. If the Customer wishes to re-add a removed Multicard Enilive,

they must complete the configuration process described above again;

- vi. To make a payment with a Multicard, they must authorise the transaction by entering the associated PIN;

c) **Prepaid Card "Card"**: an instrument provided by Plenitude On The Road containing a predetermined amount that allows the sum of money to be credited to the "**Wallet**" in the App.

- i. The credit can be used within 6 months from the date of purchase to pay the Rates underlying the use of the Charging Service (as defined in the document "*Annex 1 – Rates for the use of the Charging Service via the Plenitude On The Road App*") exclusively at Plenitude On The Road Charging Stations and Third-Party Charging Stations located in Italy and the Republic of San Marino;
- ii. 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:

	CARD 50	CARD 100	CARD 150
Cost	€ 50	€ 100	€ 150
Actual Value	€ 53	€ 110	€ 170

- iii. The Card can be bought directly in the App with a credit card. Once purchased, it can be used by selecting "Wallet" as the payment method. The 6-month expiry date will be displayed in the app at the time of purchase;
- iv. The Customer may also use prepaid Cards with different denominations and expiry dates than those indicated above, if made available by Plenitude On The Road or third parties.
- v. 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 a

previously purchased Card has not yet expired. If multiple Cards are used, the App's payment system will prioritise the credit on the Card with the earliest expiry date.

6.4. If payment for the Service is unsuccessful, Plenitude On The Road will inform the Customer that it is unable to charge the Rates for the Services used and will suspend the Customer's billing profile until the amount due is paid. If the payment failure is due to disruptions on the circuit, Plenitude On The Road will make up to 4 new attempts to debit the amount due using the same payment method.

6.5. The "Plenitude On The Road" RFID card is a way to start/stop the Charging Service and allows the Customer to start and end the charging with the application of the Rate selected for the associated Billing Profile. The RFID card is associated with the same payment methods as the App, as described in Article 6, but it cannot be associated with payment via Multicard Enilive.

6.6. The RFID card can 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. To activate and use the RFID card, it must be associated with a Customer's Billing Profile via the App. If the customer does not have a valid payment method in the App (including due to the expiry of the debit/credit card associated with the Billing Profile), they will not be able to purchase and use the RFID card.

6.7. To use the Charging Service, a pre-authorisation of up to €150/150 CHF may be required on the credit or prepaid card entered by the Customer in the App. At the end of the Charging Service process, any pre-authorised amount exceeding the cost of the Service will be released within the timeframes established by the banks.

7. DISCOUNT COUPONS

7.1. Customers can take advantage of special discounts offered by Plenitude On The Road, Eni Group companies, or third parties. Such discounts may be provided, for example, through the assignment of Coupons/Vouchers or Gift Cards to the Customer and/or as part of specific promotions. The use of discounts is governed by the terms and conditions specifically provided for each individual initiative, which will be communicated to the Customer appropriately.

8. DISCLAIMER

8.1. To the maximum extent permitted by applicable law, excluding cases where the damaging event is an immediate and direct consequence of Plenitude On The Road's actions and is attributable to Plenitude On The Road's wilful misconduct or gross negligence, Plenitude On The Road shall not be liable for direct or indirect damages of any nature, not attributable to Plenitude On The Road, that the Customer or third parties may suffer in any way in connection with the provision of the Services. Furthermore, the Company shall not be held liable for any direct or indirect damages resulting from changes to the methods, schedules, and conditions of the Service provision, as well as from the suspension, interruption, or otherwise unavailability of the Service, even limited to certain Charging Stations, resulting from vehicles, technological equipment, IT or telecommunications systems, or for any cause attributable to third parties.

8.2. With respect to the map of the Third-party Charging Stations, Plenitude On The Road 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, Plenitude On The Road 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, the Customer, to the fullest extent permitted by applicable law, expressly exempts Plenitude On The Road from any liability for any damages of any nature suffered by the Customer and/or by third parties in connection with the performance of the Contract, which are not caused by Plenitude On The Road's wilful misconduct or gross negligence, but are attributable to the Customer's wilful misconduct or gross negligence.

8.5. Plenitude On The Road or Customers may provide links to other sites or other resources on the internet/world wide web. Customers acknowledge and recognise that Plenitude On The Road can in no way be

held responsible for the operation of external sites or resources. Plenitude On The Road 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 they offer. Such products or services cannot be considered in any way attributable to Plenitude On The Road, and therefore the Customer takes full responsibility for any purchases 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 Plenitude On The Road.

10. INDEMNITY

10.1. The Customer undertakes to use the Services exclusively for the lawful purposes permitted by applicable laws, customs, and standards of due diligence, and, in any case, without infringing the rights of any third party, paying particular attention to data protection regulations, laws regarding the protection of intellectual and industrial property, and telecommunications regulations. The Customer assumes full and exclusive responsibility for the content of messages and texts sent by it or on its behalf to third parties while using the Services. It accepts sole responsibility for such content, exempting Plenitude On The Road, as well as its affiliates, controlling parties, or those it controls, its representatives, employees, and partners, from any resulting claims for damages or compensation. It shall also reimburse Plenitude On The Road for all costs (including legal fees) arising from claims or actions by third parties against it for damages caused by the Customer or by persons authorised by the Customer to access the Services.

10.2. In relation to the above, the Customer undertakes to immediately notify Plenitude On The Road at support@service.emob.eniplenitude.com of any unauthorised use of their account by third parties or of any other breach of security of which it becomes aware. The Customer undertakes to indemnify and hold Plenitude On The Road harmless from any and all

claims, including claims for damages, brought and/or arising, directly or indirectly, from the aforementioned unauthorised use or abuse of its account by anyone.

11. AVAILABLE ENERGY LEVEL BASED ON POWER

11.1. The instantaneous power level available at individual Charging Stations can reach the maximum kW value indicated in 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**"). Plenitude On The Road reserves the right to terminate these General Conditions, as further detailed in the previous Article 4.10, and to apply the extra-parking rate referred to in Art. 5 above if charging is carried out below the Minimum Power Level.

11.3. The Maximum Power Level indicated in 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 understood that Plenitude On The Road cannot be held liable in any way for any power outputs that are lower than the maximum Power Level, even if this is indicated or estimated in the App.

12. PROCESSING OF PERSONAL DATA

12.1 For the purposes of the provision and use of the Services, Plenitude On The Road 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, the data and other materials attributable to Plenitude On The Road or otherwise made available to the Customer by Plenitude On The Road under this Contract are and shall remain the exclusive property of Plenitude On The Road and of the subjects of which it is the legitimate licensee.

13.2. The Customer is expressly prohibited from reproducing, copying, modifying, selling, ceding, licensing, assigning, transferring to third parties, and/or creating works using any intellectual and/or industrial property rights of Plenitude On The Road and from allowing third parties to do so through 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.) transmitted in any promotional correspondence between the Customer and the third parties who advertise their products through the "webmail" service, is protected by current regulations on copyright, trademarks, Service trademarks, patents or other proprietary rights and laws.

13.3. 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 Italian law. This does not affect applying to Customers who are also consumers, within the meaning of L. Decree no. 206/2005 and subsequent amendments and additions – "**Consumer Code**", and who do not have their habitual residence in Italy, any more favourable and mandatory provisions established by the law of the country in which they habitually reside.

14.2. The Court of Milan shall have jurisdiction over any disputes that may arise in relation to the application, execution, and interpretation of this Contract. In any case, in compliance with the regulations in force, where

the Customer is 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 elected domicile shall have jurisdiction.

15. ALTERNATIVE DISPUTE RESOLUTION

15.1. Plenitude On The Road informs the Customer who is a consumer within the meaning of the Consumer Code that, in the event that they should have submitted a complaint to Plenitude On The Road and that it has not been possible to resolve the resulting dispute, it 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 RisolviOnline regulations or to submit a conciliation request, the Customer can visit risolvionline.com.

15.2. As an alternative to the provisions of Article 15.1. above, Plenitude On The Road also informs the Customer who is a consumer within the meaning of the Consumer Code that a European platform has been set up for the *online* resolution of consumer disputes (so-called ODR Platform – accessible via the following address: <http://ec.europa.eu/consumers/odr/>). Through the ODR platform, the Customer will be able to consult the list of ADR bodies, find the link to each of their websites, and initiate an online dispute resolution procedure for the dispute in which they are involved. The email address of Plenitude On The Road to be indicated on the ODR platform is as follows: ontheroad@pec.emob.eniplenitude.com.

15.3. Customers who are consumers within the meaning of the Consumer Code and who 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 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. You can request information, send communications, or submit complaints to Plenitude On The Road in the following ways:

- i. through the App, by accessing the section dedicated to Customer Service;
- ii. by sending an email to support@service.emob.eniplenitude.com;
- iii. by calling the following telephone number, which is available 24h/7: 0230329064.

16.2. Plenitude On The Road will respond to complaints by email within 5 business days of receiving the complaint.

17. UNFAIR CLAUSES

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 USING THE CHARGING SERVICE VIA THE PLENITUDE ON THE ROAD APP

This document, attached to the General Conditions governing the provision of the Services provided by Plenitude On the S.r.l. via the App, describes and regulates any applicable Rates for using the Electric Vehicle Charging Service at public Charging Stations compatible with the Service, which the Customer can access via the App or using the RFID card associated with its profile.

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 rate is all-inclusive and therefore includes all costs related to the Customer's use of the Charging Service and any taxes for which the applicable law provides the right of recourse.

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 selected by the Customer. The pay per use Rate may vary depending on the type of socket chosen by the Customer from the various available options—Quick (AC), Fast (DC), Fast+ (DC), and Ultrafast (DC)—and the rate set by the third-party operator providing the Charging Service if the Customer selects 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. In this regard, please note that the Pay per use Rate applied for the Charging Service at Third-Party Charging Stations is defined by Plenitude On The Road: this rate may differ **i)** from the Pay per use rate applied for the Charging Service at Plenitude On The Road Charging Stations; and **ii)** from the rates applied by third-party operators for charging performed, using the methods established by them, at their own Charging Stations.

4. CHANGES TO RATES

4.1 Plenitude On The Road 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 Plenitude On The Road; **(g)** technical, organisational and/or commercial reasons for changes without which Plenitude On The Road would be unable to continue providing the Services covered by these General Conditions; and **(h)** changes in market conditions and in the economic/commercial assumptions on which the conditions for the provision of the Charging Service were based.

4.2 Changes to this document will be communicated, with at least 14 (fourteen) days' notice ("**Notice Period**"), by publication on the website <https://eniplenitude.eu/content/dam/plenitude-uk/plenitude-on-the-road/app-terms-and-conditions.pdf> and by communication in the App, and by direct communication to the Customer at the email address provided by the same during registration and/or when 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 the provision of the Charging Service and includes the charges due for the Charging Service and any extra costs

due for the payment of penalties according to Art. 5.5 of the General Conditions of Contract.

5.2. The details of the applicable Rates can be found in the relevant section of the App.

5.3. For anything not specifically covered by this Annex 1, please refer to the General Contract Conditions