

BE TOGETHER

TERMS & CONDITIONS

These Terms & Conditions govern access to and the supply of the Be Together initiatives and services that can be used via the Be Charge App (also, the 'App') and have been defined and are provided pursuant to applicable legislation. By accessing and using the Be Together initiative You declare that You are at least 18 years of age and have viewed and agree to the following Terms & Conditions of use and the individual sets of rules that govern the various initiatives. You have the right to request additional information by accessing the 'Support' section of the Be Charge App. These Terms & Conditions and any rules governing individual initiatives can be found and viewed [here](#).

DEFINITIONS

'Be Together Initiative' means the loyalty programme that the Promoter and the Associate have decided to create for their customers, as defined below.

'Promoter' means Be Power S.p.A., no. 11 Via Carlo Bo, 20143 Milan, VAT no. 09950180969, i.e., the entity that is the Data Controller for processing user data.

'Associate' means Be Charge S.r.l., no. 11 Via Carlo Bo, 20143 Milan (MI), VAT no. 09957510960, i.e., the entity that is the legal owner of the Be Charge App.

'Be Together Account' means a personal profile created by You at the time you accept these Terms & Conditions and the documents relating to the individual initiatives linked to Be Together and through which You may use the activities proposed.

'Services' means the activities, games, products, services, training, information and editorial content managed by the Promoter and/or by the Associate that are present and usable in the dedicated Be Together area of the App pursuant to these Terms & Conditions and/or specific rules.

'Content' means all material and content that are shown, included, incorporated, uploaded, posted, published, performed and/or used in the Be Charge App, including, without restriction, any game,



Be Charge Srl

Registered office: no. 11, Via Carlo Bo, Milan
Fully paid-up share capital €500,000.00
VAT no. & Tax reference no. 09957510960
Registered in the Milan Chamber of Commerce
and the Milan Economic Administrative Index
under no. 2124183
Company with sole shareholder

**Società soggetta all'attività
di direzione e coordinamento di**





quiz, list, feed, text, graphic, logo, photograph, image, software, audio, video, animation and subject.

‘Dedicated Be Together Area’ means all content on the following web page (inserir link), where the Be Together Initiative Terms & Conditions and the rules governing individual initiatives are available.

‘Terms & Conditions’ or ‘Terms’ mean these terms and conditions.

‘Privacy Policy’ means the documentation, required by personal data protection legislation, which You have the right to view to understand how Your data will be processed by the Associate for the purposes of participating in the Loyalty Programme activities.

‘You’ means a customer of the Promoter and/or the Representative, specifically natural persons who are 18 years of age or older, who:

- has downloaded the Be Charge App;
- has created a profile by registering at least a name, a surname, an email address and a telephone number;
- has selected Italy as the ‘Charging Country’;
- has applied to join the Be Together initiative.

‘Charging Country’ means the country You selected when registering in the App and indicates in which country You wish to charge a vehicle. You may change this selection any time You deem it appropriate, by accessing the relevant section in the App.

‘Billing Profile’ means the data You entered to pay for charging sessions.

‘Associate Profile’ means a type of billing profile configured by a user in the App, using a code shared by a Business user which owns the profile. The user of this profile may only start, monitor and terminate a charging session using the Associate Profile. Payment and billing are the responsibility of the inviting Business profile.

1. TERMS OF USE

You agree to be bound by the Terms & Conditions to be able to participate in the Be Together initiative. Usage of the Services is subject to having viewed and accepted these Terms & Conditions, the privacy policy, and the individual sets of rules that govern the various activities which form part of the Be Together Initiative. By accessing the Be Together Services You declare that You are at least 18 years of age. You may access the products and services of the Be Together Initiative only if You meet the above conditions. To participate in some specific initiatives, You may be asked to complete

Your profile in the Be Charge App, by adding a billing profile. Further details on the matter will be provided within the rules that govern individual initiatives.

Periodically, You should view the Terms & Conditions and the Dedicated Be Together Area of the App (which will contain details of active initiatives and the related rules governing them), and the privacy policy, to verify whether there have been any updates or amendments.

2. DESCRIPTION OF SERVICES

The Services offered to You are as follows:

- the possibility to participate in continuing or occasional promotional initiatives, prize draws or other activities that allow You to obtain prizes and/or benefits proposed from time to time. These activities may be promoted by the Promoter and/or by the Associate or by a third-party partner;
- the ability to view articles and information and editorial content managed by the Promoter and/or by the Associate relating to the world of e-mobility, consumer habits, the environment, sustainability;
- the ability to access newsletters, surveys, games, quizzes, videos and polls available on the App and/or the Be Charge website.

3. ACCESS TO SERVICES

- 3.1. To create Your Be Together Account, You must download the Be Charge App on Your device from whichever store You obtain apps. The App is free of charge except for normal data usage costs agreed by You with Your personal service provider. You must choose to register for the Be Together programme, viewing the participation documents proposed from time to time.
- 3.2. Participation in Be Together and its individual initiatives is free of charge. You are responsible for any further expense, cost or operation required to meet any membership requirements (e.g., data usage costs, email address costs, etc.), and for ensuring that the operating system Your device uses to access the Be Charge App is constantly updated and maintained. This is required to participate in initiatives.
- 3.3. Any amount of money charged to You by Your fixed-line telephone and/or mobile phone network operator for access to Services – examples include, but are not limited to: Internet connection charges and/or additional data usage tariffs which Your provider may charge – are

Your responsibility; the Promoter and/or the Associate are not liable for these charges. You must verify that Your data usage plan and must hereby waive any right to make a claim against the Promoter and/or the Associate which is directly or indirectly connected to the plan You signed with Your fixed-line and/or mobile phone network operator.

4. YOUR USER PROFILE

- 4.1. You are responsible for safeguarding the user credential You use to access Services via Your account. The Promoter and/or the Associate are not liable for any loss or damage caused by You losing Your user credentials.
- 4.2. You are responsible for keeping safe Your personal profile and user credentials, and You are responsible for any activity performed on Your profile. You must immediately advise the Promoter and/or the Associate if you discover or suspect that another person has accessed Your profile without authorisation. If You allow another person to use the credentials for Your profile, You may be liable for any activity performed on Your account by that person.

5. AMENDMENTS TO AND LIMITATIONS OF SERVICE

- 5.1. Participation in the Be Together Initiative depends on the Be Charge App functioning correctly. Therefore, You must keep the App updated, using any new versions which may be released.
- 5.2. The Promoter and/or the Associate may permanently or temporarily terminate the supply of and/or assistance for the Services or part of the Services at any time, pursuant to the terms and conditions of individual initiatives. If this occurs, You will not be owed any reimbursement, benefit or other indemnity relating to the termination of part of the Services or the Virtual Elements previously earned or acquired.
- 5.3. The Promoter and/or the Associate may at any time, on its own initiative or on the express request of law enforcement authorities and notifying You of the reasons, suspend Your Account for a maximum period of 180 (one hundred and eighty) consecutive days, unless a greater term is requested by the law enforcement authorities, when it is necessary to guarantee the transparency, security and/or regular performance of the Service and its management, and for reasons of force majeure or upon request from law enforcement authorities.
- 5.4. Neither You nor any third party can hold the Promoter and/or the Associate liable in any case and for any reason, for any amendment to, suspension of, interruption of and/or termination of their Website Services.

6. CANCELLING AN ACCOUNT

You have the right to request and obtain closure of Your Be Together Account at any time, without notice, penalty and without specifying any reason. To de-register, You must contact the Be Charge Customer Service team via the portal. Also, Your participation in the Be Together Initiative will cease when You decide to cancel Your account from the Be Charge App.

7. INTELLECTUAL PROPERTY RIGHTS

You are permitted to use the Be Charge App and the Be Together functionality pursuant to the terms and conditions set out in this document.

You expressly recognise that all intellectual property rights, that can be protected based on copyright laws or other provisions, relating to content of any kind available in the Be Charge App and relating to the Be Together Initiative are owned by the Promoter and/or the Associate. In any case the Terms and Conditions of the Be Charge App apply. They can be viewed [here](#).

8. THIRD-PARTY CONTENT

You are aware that within the Be Together Initiative area of the App there may be links to third-party websites, and/or applications, functions, references to third-party products or services, that are not subject to control by the Promoter and/or Associate. The Promoter and/or the Associate are not liable for any activity performed by third-party companies and platforms forming part of the Be Together Initiative, including, for example, the correct performance and functioning of the discounts and offers proposed. If You decide to visit or view any third-party websites or platforms or to use their products or services, the terms of use and the privacy policies of these third parties apply exclusively.

9. CHANGES TO TERMS AND CONDITIONS

9.1. The Promoter and/or the Associate reserve the right, at their exclusive discretion, to change, add or remove parts of these Terms & conditions and, where appropriate, of the individual sets of rules that govern initiatives at any time by publishing the changes in the Dedicated Be Together Area of the App. The Promoter and/or the Associate will communicate any changes by sending, for example, email messages or communications/warnings within the App.

- 9.2. Changes to these Terms & Conditions will be effective from the moment they are published, unless otherwise indicated. The new versions of the Terms & Conditions and any other policy, code or rule, will be available to view within the Dedicated Be Together Area of the App.
- 9.3. By using the Services following the publication of changes, You declare that You accept the changes.
- 9.4. Without prejudice to what is set out above, You are responsible for viewing the Dedicated Be Together Area of the App, viewing the Terms & Conditions set out in it and the rules that govern individual promotional initiatives.

10. PROCESSING OF PERSONAL DATA

- 10.1. With regard to the processing of Your personal data, please see the privacy policy available at: https://www.bec.energy/wp-content/uploads/2023/06/Privacy_Policy_Loyalty_Be_Together.pdf
- 10.2. With regard to the installation of cookies during use of the Website, please see the cookie policy available at: [Be Charge Cookie Policy](#).

11. FINAL CLAUSES

For anything not governed by these Be Together Terms & Conditions and/or by the rules of individual initiatives, the Terms and Conditions for using the Be Charge App apply. They can be viewed [here](#).

If the Promoter and/or Associate does not exercise any right, prerogative or remedy set out in these Be Together Terms & Conditions (or those which the Promoter and/or Associate may use pursuant to applicable legislation) does not in any way constitute a formal waiver of this right, prerogative or remedy by the Promoter and/or Associate, which therefore remain available to the Promoter and/or Associate.