

1. Introduction

1.1. Circle K Nederland B.V. (**'Circle K'**) provides a network of charging stations across the Netherlands for the charging of electric vehicles. Users can start the charging process with:

- The Circle K Charge mobile application (the **'App'**)
- Autocharge (see Article 7)
- A charging card (see Article 8)
- Circle K's fleet card
- Payment terminal on the charger

1.2. By charging using Circle K's Charging Network, the Customer is deemed to have accepted these terms and conditions. To protect the personal data of our Customers, Circle K uses the CK ID identity handling system. An account with CK ID will be created for customers who do not have an account when they register in the App. By accepting these terms and conditions, the Customer also agrees to the terms and conditions for the CK ID, see: <https://www.spirii.com/en/app-pages/circle-k-terms-conditions-and-privacy-policies>.

1.3. In the event that problems arise, please contact station personnel, call customer service on 0900 03 06 or send an e-mail to: SupportEUR@circlekeurope.com.

2. Agreement

2.1. The agreement comprises these terms and conditions, information in the App, or <https://id.circlekeurope.com>, on the charging station and any specially agreed terms and conditions.. The agreement is also supplemented by relevant consumer legislation. These terms and conditions shall not be understood as a limitation of statutory rights, but set out the principal rights and obligations of the parties in relation to charging. In the event of discrepancies, the information provided on the charging station or in the App shall take precedence over these general terms and conditions, unless it conflicts with compulsory legislation.

3. Parties

3.1. The seller is Circle K (**'Seller'**). The customer is: consumers, business charging card customers (the company to which the charging card was issued) and card holders (the physical person who is using the company card at any particular moment in time) who charge at Circle K's Charging Network or use Circle K's additional services (**'Customer'**).

4. Price

4.1. The price for charging is provided in the App and is stated in kilowatts per hour. The stated price is the total price to be paid and includes all costs. Discounts may be applicable.

5. Payment

5.1. Charges are applied when charging is complete. When charging using the App, Autocharge, charging card and one-time payment, the specified payment card is charged immediately. In the event of charging using a business charging card, the invoice is sent to the Customer at the start of the following month.

5.2. A specified amount is reserved in the Customer's account when the charging session begins. The reserved amount is increased according to the amount by which the charging session exceeds the reserved amount. The actual amount is debited from the Customer's account when the charging session is complete, at which time the reserved amount is released. An overview of completed charging transactions is provided in the App in the 'History and invoices' menu item. For one-time payments, an invoice is sent to the Customer if the Customer opted to provide an e-mail address during the ordering process. Complaints about charges must be submitted to SupportEUR@circlekurope.com within thirty (30) days of charging.

6. Circle K Charge App

6.1. The App can be downloaded from the Google Play or Apple App Store. The Customer can use the App to start charging, view charging history and see an overview of Circle K's Charging

Network. If the phone makes use of location services (must be activated in the phone settings), the nearest charging station is located automatically using the location services in the App.

7. Autocharge

7.1. The vehicle must be registered and Autocharge must be activated in the App to be able to charge using Autocharge.

7.2. Charging can then be started by inserting the charging cable into the vehicle. The charging station will automatically recognise the vehicle and charge the specified payment card.

8. Charging card

8.1. Charging cards must be registered in the Customer's profile in the App before use. Charging cards provided by other charging providers can also be used.

9. Responsibilities and obligations

9.1. Chargers must be used in accordance with the instructions on the charging station or in the App.

9.2. Any damage that occurs or is discovered on the chargers must be reported to Circle K customer service.

9.3. The Customer is responsible for updating and ensuring the accuracy of the data registered in the App. When registering for and using Autocharge, the Customer is responsible for all charging of

the vehicles registered for Autocharge in the App. This means that the Customer must pay for charging started by any person with access to the vehicle. If the vehicle can no longer be used for Autocharge, e.g. due to its sale, the Customer is responsible for removing the vehicle from the App.

9.4. Mobile phones with registered App, charging cards and company charging cards must be stored securely. In the event of the loss of mobile phones, charging cards or company charging cards, or if misuse is suspected, Circle K's customer service must be contacted as promptly as possible by phone or e-mail so that charging cards, company charging cards and, if applicable, the charging account can be blocked. The Customer is responsible for all use of the App, Autocharge, charging cards and company charging cards and must assume responsibility for any loss due to misuse.

10. Right of revocation

10.1. Charging is excluded from the right of revocation.

11. Faults

11.1. In the event of a fault during charging, the Customer must inform Circle K within a reasonable period of the fault being discovered or promptly after it ought to have been discovered by contacting customer service. Complaints may be lodged within two (2) years of charging.

12. Compliance

12.1. In the event of non-payment or non-compliance with the other obligations of the agreement or the law, and to the extent that this cannot be attributed to Circle K or circumstances on the part of Circle K, Circle K may, under certain circumstances, demand compliance with the agreement and compensation for damages.

12.2. In the event of delayed payment, Circle K may charge interest at a rate of 1 per cent, excluding VAT, per month or part thereof, without requiring any notice of default to be sent. In the event of delayed payment, all amounts still owed by the Customer shall be immediately due and payable without prior notice.

12.3. Any judicial or extrajudicial costs arising from the collection of claims of Circle K shall be borne by the Customer. Extrajudicial collection costs are a maximum of 15 per cent of the principal amount, with a minimum of EUR 40, including VAT.

13. Terminating the account

13.1. The account can only be terminated by sending an e-mail request. The Customer will receive a confirmation that the account has been blocked for future use and the account will be terminated as soon as any outstanding balance has been settled.

14. Changes to the terms and conditions

14.1. Circle K retains the right to change these terms and conditions with a thirty (30) day notice period, without approval from registered Customers. Any changes to the App will be announced. The currently applicable terms and conditions will always be available on the Circle K website and in the App.

15. Limitation of liability

15.1. All charging sessions pursuant to this agreement are at own risk. Circle K is not liable for damage, loss or inconvenience suffered by the Customer as a result of a charging station being out of service or not operating as expected.

16. Applicable law and jurisdiction

16.1. The contract is governed by Dutch law. Disputes relating to the agreement or associated agreements must be brought before the competent court in The Hague.

16.2. If you have any questions about charging or the App, please contact Circle K's customer service on: 0900 03 06 or by e-mail at: SupportEUR@circle-keurope.com.

Processing of personal data

The following outlines the way in which the personal data of customers who have registered an account in the App are collected and processed.

1. Purpose of processing

1.1. Registration in the App allows the Customer to use Circle K's Charging Network. The Customer must have a CK ID user/account to access the App. We process personal data in order to operate Circle K's chargers/charging services. When charging, transaction and other purchase data are recorded and stored in Circle K's accounting system in accordance with the applicable regulations and used for business analysis. The legal basis for processing these personal data is performance of the agreement. In order to improve services, identify and correct faults with the chargers quickly and for other statistical purposes, Circle K will analyse transaction data and demographic data collected in relation to use of Circle K's chargers. Such analyses will be carried out at aggregated level and using anonymised data whenever possible. Circle K will also take appropriate security measures to ensure that data are processed securely. The legal basis for processing these data is legitimate interest.

1.2. The Customer will receive the following information when using the chargers:

a) Confirmation of the transaction after charging:

- When using the App: Push notifications and/or e-mail (unless the customer

chooses not to receive them)

- When using a payment card: By e-mail if the Customer chooses this
- When using the one-time payment solution: By e-mail if the Customer chooses this

b) Transaction overview in the app

1.3. Circle K will not send marketing material unless the Customer has given his/her permission for this.

1.4. The legal basis for processing personal data varies depending on the activity. For the registration and provision of charging services, the processing is based on the performance of the agreement with the Customer. For improving services, analyzing transaction data, and identifying faults with chargers, processing is based on Circle K's legitimate interest to enhance service quality and efficiency. Any data sharing with our partners, such as Adyen for payment processing, is conducted based on the performance of the agreement. Circle K will always ensure that the processing is conducted in accordance with applicable data protection regulations.

2. Rights of the Customer

2.1. Exercise of rights The Customer may exercise his/her rights as a registered party, including the right to object, or ask us questions by contacting Circle K, see our general privacy notice via

Circle

K: <https://www.spirii.com/en/app-pages/circle-k-terms-conditions-and-privacy-policies>. Some requests, such as the right to view, questions relating to data analysis or extended access, may only be submitted in writing.

Right to information

2.2. This description provides specific information on how we process the personal data of the Customer and what data are processed as part of this service, and supplements Circle K's general privacy notice, which is available at <https://www.spirii.com/en/app-pages/circle-k-terms-conditions-and-privacy-policies>.

Right of access

2.3. Customers may request a copy of the data we process about them at any time. In the event of questions relating to data analysis or other questions, further viewing may be requested. Most information is available in the App, which contains the necessary personal data that we store about customers in order to provide our services. Requests to view data must be submitted in writing, see <https://id.circlekeurope.com>.

Rectification of data

2.4. If personal data are changed or incorrect, the Customer may correct them himself/herself in the App or ask for a correction. Customers who have questions or

require help with correction may contact Circle K in writing.

Erasure of personal data

2.5. In some cases, Customers may ask for their personal data to be removed. Some data, such as transaction data, must be stored in accordance with relevant regulations. Removing personal data in the App will terminate the account and discontinue the service. Customers will then have to re-register in order to continue using the service.

Right to restrict processing

2.6. The Customer has the right to request that the processing of their personal data be restricted in certain circumstances. This right can be exercised, for example, if the accuracy of the data is contested, if the processing is unlawful but the Customer opposes erasure, or if the Customer needs the data for the establishment, exercise, or defense of legal claims, even if Circle K no longer requires the data for processing. In such cases, Circle K will only process the data as permitted by law.

Right to Data Portability

2.7. The Customer has the right to receive the personal data provided to Circle K in a structured, commonly used, and machine-readable format and to transmit that data to another data controller, where technically feasible. This right applies to data

processed based on the Customer's consent or data necessary for performing a contract, provided the processing is carried out by automated means.

Right to Object

2.8. The Customer has the right to object, at any time, to the processing of their personal data based on Circle K's legitimate interests, including profiling. Circle K will cease processing the data unless we can demonstrate compelling legitimate grounds for the processing that override the interests, rights, and freedoms of the Customer or for the establishment, exercise, or defense of legal claims. The Customer may also object to processing for direct marketing purposes, including profiling related to such marketing, and in such cases, the data will no longer be processed for that purpose.

Right Not to Be Subject to Automated Decision-Making

2.9. The Customer has the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects or significantly affects them. Circle K will ensure that appropriate measures are in place to safeguard the Customer's rights, allowing the Customer to obtain human intervention, express their point of view, and contest the decision.

Right to lodge a complaint

2.10. If you believe that Circle K is processing your personal data in a way that violates the GDPR or other data protection laws, you have the right to lodge a complaint with the Nederland Data Protection Authority.

3. What data are collected?

3.1. The personal data that Circle K processes are data that Customers provide when registering in the App and information about Customer charging sessions. The following data must be provided when registering in the App:

- First name
- Surname
- E-mail address
- Mobile phone number
- Payment card information
- Consent to agree to these terms and conditions for charging services and, if applicable, the CK ID terms and conditions.

3.2. Data that the Customer may choose to share for additional functionality:

- RFID/charging cards
- Information about the vehicle: make, model, registration number, battery capacity, type of charging connector

3.3. The following data must be provided in order to be able to charge using Autocharge:

- Vehicle make and model

- Information about the vehicle's MAC address

3.4. Data processed when using the service/charging:

- Charger ID
- MAC address of the vehicle
- Time of start and end of charging session, total duration of charging session
- RFID number of any charging card used to start/end charging
- Number of kWh charged

4. How do we process personal data?

Personal data processed when using Circle K's Charging Network

4.1. To be able to use Circle K's charging services, the Customer must download the App, create a CK ID user/account, register account details and accept these terms and conditions. Circle K collects the charging data required to complete the transaction. When charging, we collect charging and transaction data. At the start of the session, a unique ID number is created for the individual charging transaction. Charging is authorised when the vehicle is correctly connected to an operational charger. Once charging is complete, the payment transaction is completed. An overview of previous charging events is available in the App. In order to improve and develop the charging services, Circle K will, as part of processing based on legitimate

interest, carry out analyses of the charging services with the aid of anonymised and aggregated charging and transaction data. If these analyses cannot be carried out with the aid of aggregated or anonymised data, Circle K will ensure that appropriate measures are taken in order to protect the personal data of Customers. Circle K may send the Customer information relevant to the use of the chargers or Circle K's charging services, such as changes and new solutions, by e-mail or via push notification.

Personal data processed at the time of payment

4.2. It is the Circle K company in the country in which the Customer registers in the App (in the Netherlands, this is Circle K Nederland B.V.) that is responsible for processing personal data processed in connection with the registration. Circle K uses a third-party vendor, Adyen, to handle payments. Payment card data are required to pay for charging via the App, Autocharge or charging card. These data are not made available to Circle K. Detailed charging transaction data are stored in our systems in accordance with the applicable accounting regulations.

Data retention period

4.3. Personal data will be retained only for as long as necessary to fulfill the purposes for which it was collected, as outlined in this

policy, or to comply with applicable legal, accounting, or reporting requirements. The criteria used to determine retention periods include the nature of the data, legal obligations, and the necessity to maintain records for legitimate business interests.

5. Protection of personal data and respect for privacy

5.1. Circle K may share the personal data collected through its Charging Network with its partners in order to manage customer accounts and provide charging services. Circle K will not collect, use or disclose Customer personal data where this is not in line with the original purpose, unless we have a legal basis to do so. We will never sell our Customers' personal data. Circle K will maintain security and keep the information of our registered Customers confidential in accordance with relevant laws and industry standards, such as PCI, DSS and the GDPR.

6. Data processors (subcontractors) and data transfers

6.1. Circle K cooperates with external partners who support us in providing charging services. Circle K will always sign processor agreements with partners before personal data are transferred. We have concluded agreements with the following to provide our charging services:

- Stripe with headquarters in Ireland. Manages payment

processes for Circle K's charging services.

- Spirii with headquarter in Copenhagen. Spirii supports Circle K with charger management.
- Mixpanel provides software that allows us to analyse charging services. The personal data of our Customers are stored and processed through Mixpanel's data centre and employees in the EU/EEA. Personal data will not be made available to employees outside the EU/EEA.

6.2. Circle K's data centres and those of our subcontractors are all located within the EU/EEA.

International data transfers

6.3. Circle K primarily processes personal data within the EU/EEA. In cases where personal data may be transferred outside the EU/EEA, such as for support by our third-party service providers,

we ensure that appropriate safeguards, including Standard Contractual Clauses or equivalent mechanisms, are in place to protect your data in compliance with GDPR requirements.

7. Data Protection Officer (DPO)

7.1. Circle K has appointed a Data Protection Officer (DPO) to oversee data protection compliance. For any questions or concerns about how your personal data is processed, you can contact the DPO at privacy@circle-keurope.com or through our website.

8. Changes to the processing of personal data

8.1. We may amend this description of how we process personal data of registered charging customers. For customers who use the App, an updated description will always be available via the App Store, Google Play and in the App.

[Netherlands Terms & Conditions and Privacy Policies](#)