

Terms of use

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY BEFORE DOWNLOADING THE “**evway**” APPLICATION.

By downloading, accessing and/or using this mobile application (the “Application”) owned by Route220 Srl - Italy (“ROUTE220”) you signify that you have read, understand and agree to be bound by all of the terms and conditions as set forth in this Terms of Use Agreement (“Agreement”). ROUTE220’s Disclosure and Disclaimer and Mobile Application Privacy Statement are subject to and incorporated by reference into this Agreement (collectively, the “Mobile Application Documentation”).

ROUTE220 may change the terms of the Agreement at any time and without notice, effective upon the posting of the revised Agreement. Your continued use of the Application shall be considered your acceptance of the revised Agreement. You must have the most current version of the Application to ensure that it is working properly. It is your responsibility to periodically check the Application and/or our website at www.evway.net, to determine if you have the most current version of the Application. If you do not agree to this Agreement, please do not download the Application.

No Warranties

The Application is provided subject to all of the terms set forth in the Mobile Application Documentation. ROUTE220 does not warrant that:

- (i) its Application will be constantly available, or available at all;
- (ii) that the information in this Application is complete, true, accurate, or
- (iii) your opt-out choices will be successfully executed in all cases. ROUTE220 does not warrant that the Application is free of defects or errors.

Limitations of Liability and Indemnification

THE DOWNLOADING AND/OR USE OF THE APPLICATION IS ENTIRELY AT YOUR OWN RISK AND IN NO EVENT SHALL ROUTE220 BE LIABLE (WHETHER UNDER THE LAW OF CONTRACTS, TORTS OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES OR LIABILITIES (COLLECTIVELY “DAMAGES”) WHATSOEVER ARISING OUT OF OR RELATING TO THIS APPLICATION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD ROUTE220, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, AND SETTLEMENTS, INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES RESULTING FROM OR ALLEGED TO RESULT FROM YOUR USE OF THIS APPLICATION.

Unenforceable Provisions

If any provision of this Agreement is, or is found to be, unenforceable under

applicable law, that will not affect the enforceability of the other provisions of this Agreement.

Ownership of Intellectual Property and Limited License

All intellectual property to this Application, including all Application material, is protected by copyright, trademark, or patent laws, and is owned exclusively by Route220. Intellectual property, includes, but is not limited to, computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication, and any other content that may be found on or in the Application. All trademarks, service marks and trade names are owned, registered and/or licensed by ROUTE220.

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Use and Prohibited Use Restrictions

You may use the Application only for your own personal, non-commercial use. You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute this Application or the material on this Application (in any form or media) without ROUTE220's prior written consent. You agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on this Application.

Accepted behavior on social platforms, public media, mail or phone communication

ROUTE220 reserve the right to discontinue any service, cancel account and blacklist users who are misusing public media in a way to put publish false information, discredit to the company's image and reputation or use any impolite and discriminatory remarks towards its employees and partners, as a way to blackmail or put inappropriate pressure to solve commercial or service issues, promote competitors, or to get undue benefits. ROUTE220 has issued and approved an Ethic Code that will be use as a benchmark to decide on such cases.

Enforcement of Copyright and Protection of Intellectual Property

If ROUTE220 discovers that you have used its copyrighted or other protected materials in contravention of the terms of the license above, ROUTE220 may bring legal proceedings against you, seeking monetary damages and an injunction against you. You could also be ordered to pay legal fees and costs. If you become aware of any use of ROUTE220's copyright or protected materials that contravenes or may contravene the terms of the license above, immediately report this by email to legal@route220.it

Disclosure and Disclaimer

This mobile application ("Application") will provide you with an easy method for locating nearby charging points for EV. When you use the Application the Application will show the stations available according to the database owned and managed by ROUTE220. ROUTE220 is doing its best effort to keep true end reliable technical information and exact location of the EVSE. However, it is responsibility of the ESVE owner to update and to notify any information or changes, to ensure correct maintenance and accessibility of EVSE, or to comply with the safety rules and specs about the listed EVSE, not ROUTE220. Any damage consequent to the use of a listed EVSE will be settled between the EVSE owner or provider and the users, ROUTE220 is excluded by any liability action.

The Application provided by ROUTE220 (Route220 Srl, Italy) is provided "as is" without warranty of any kind. ROUTE220 expressly disclaims any warranty, regarding the Application including any implied warranty of merchantability, fitness for a particular purpose, or for failure of performance. ROUTE220 does not warrant that the Application will be free from defects or errors. You agree that downloading and use of the Application is at your own risk and that ROUTE220 is not responsible for any damages or losses whatsoever resulting from your downloading or use of, or your reliance upon, the Application. By downloading the Application you expressly agree to hold ROUTE220 harmless from any loss, harm, injury, or damage whatsoever resulting from or arising out of your use of the Application. This Disclosure and Disclaimer is subject to the Mobile Terms of Use Agreement.

Mobile Application Privacy Statement

ROUTE220 Srl owns this mobile application named **evway** (the "Application"). This Mobile Application Privacy Statement ("Privacy Statement") discloses ROUTE220's privacy practices concerning the Application. The Privacy Statement is subject to and incorporated into the Mobile Terms of Use Agreements. ROUTE220 desires to provide consumers an easy method for locating nearby charging points for EV. When you use the Application the Application will show the stations available according to the database owned and managed by ROUTE220. In order to help you locate the available EVSE, we need to collect the information described in the section entitled Data Collected by Us.

Data Collected by Us.

The Application collects the following information from your mobile device:

- (i) personal data required to correctly identify the user and to comply with the fiscal and national laws
- (ii) Technical data about the device used to access and use the Application
- (iii) Date, time, energy, EVSE used and any other service data necessary to correctly determine and debit charging service fees
- (iv) Location of the user in order provide EVSE in the nearby
- (v) Location of the user while traveling to allow real time navigation instructions
- (vi) Location of the user to allow perform of proximity services

Only (i) (ii) and (iii) data are stored in our database, no other logs are stored.

All data that are used to perform the payment function of the charging sessions are not managed by ROUTE220 directly and are not stored in any way or form on its servers. ROUTE220 shall not be held responsible for any damage due to data breach or mismanagement of such data by its payment provider.

Sharing Your Information

ROUTE220 does not rent, sell or share the information you have allowed us to collect with third parties without your permission. However, we may share your information without your permission

- (i) pursuant to judicial or other government subpoenas, warrants, or orders or otherwise to comply with law;
- (ii) where ROUTE220 believes the rights, property or an individual's safety or security is at risk;
- (iii) if ROUTE220 finds that your actions violate our Terms of Use Agreement; or
- (iv) where otherwise required by law.

Retention of Information.

Subject to the disclosures in this Privacy Statement and applicable law, we will retain your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Our Commitment to Security.

ROUTE220 has appropriate physical, administrative and technical safeguards procedures in place, which are designed to protect and safeguard your data. Of course, although ROUTE220 uses standard industry practices to protect and safeguard your data, we cannot guarantee that your communications with the Application, ROUTE220 your data will never be unlawfully intercepted, or that your data will never be unlawfully accessed by unauthorized third parties.

Changes to the Privacy Statement.

ROUTE220 reserves the right to modify the Privacy Statement as business needs require. If we decide to change the Privacy Statement, we will post those changes here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone.

Governing Law and Dispute Resolution

This Agreement shall be governed by and shall be construed in accordance with the laws of Italy, Tribunal of Milano, excluding its choice of law rules. All disputes relating to this Agreement shall be settled in the courts located in Milano, Italy. The parties submit to personal jurisdiction within the Tribunal of Milano, Italy.

Contact Information

ROUTE220 may be contacted by mail at Via Carducci, 12 - 20123 Milano (IT) or by email at info@route220.it - pec rouet220@pec.it Our phone number is +39 02 3595.4219.