TERMS OF USE OF THE WERENODE APPLICATION

Version dated 1 January 2026

Publisher: WERENODE SAS

Article 1 — Purpose and Scope

These Terms of Use (hereinafter referred to as the "Terms") define the conditions of access to and use of the Werenode mobile application, available on Android and iOS (hereinafter referred to as the "Application"), as well as the rights and obligations of its users.

The Application provides services facilitating access to electric vehicle charging, including locating charging points, consulting their characteristics and prices, starting and stopping charging sessions, making payments and monitoring transactions.

It may also allow users who have charging infrastructure to make it available to other users, depending on the features available and the applicable conditions.

These Terms apply to any person using the Application, whether as an electric vehicle driver or as the owner or operator of a charging point.

Paid charging services are also subject to the pricing and contractual conditions presented to the user before confirmation of each transaction.

Article 2 — Identification of the Publisher

The Application is published by:

WERENODE SAS, a simplified joint-stock company incorporated under French law (société par actions simplifiée).

- Registered office: 1 rue Faulkner, 78180 Montigny-le-Bretonneux, France
- Share capital: €13,300
- SIREN registration number: 839 811 098
- Trade and Companies Register: Versailles
- Intra-Community VAT number: FR23 839 811 098
- Website: https://werenode.com

- Support: support@werenode.com

Hereinafter referred to as “Werenode”.

Article 3 — Definitions

User: Any natural or legal person accessing the Application.

Driver: A user wishing to charge an electric or plug-in hybrid vehicle.

Host: A user making available a charging point that they own or are authorised to operate.

Charging Point: Equipment enabling the charging of an electric vehicle, accessible under the conditions defined by its owner or operator.

Charging Session: A charging operation initiated at a charging point and ending in accordance with the applicable technical procedures.

Charging Point Operator: A person or company responsible for the technical or commercial operation of a charging point.

Charging Service: A service allowing a driver to use a charging point under the announced pricing and technical conditions.

Article 4 — Acceptance of the Terms

Use of features requiring an account is subject to prior acceptance of these Terms.

Acceptance takes place when the account is created or when an update requires renewed acceptance.

The user acknowledges having read these Terms and undertakes to comply with them.

Access to features available without an account, where such features exist, remains subject to the applicable provisions of these Terms, which are brought to the user's attention.

The Terms may be consulted at any time through the Application or the Werenode website.

Article 5 — Access Conditions and Account Creation

The Application may be downloaded free of charge from compatible distribution platforms.

Certain features require the creation of a personal account.

The user must provide accurate, complete and up-to-date information. The user is responsible for maintaining the confidentiality of their login credentials and must promptly report any unauthorised use of their account.

Account creation is restricted to adults with the necessary legal capacity and duly authorised representatives of legal entities.

Werenode may request verification of certain information where necessary for service security, fraud prevention or compliance with a legal obligation.

The user undertakes not to create fraudulent accounts or use another person's account without authorisation.

Article 6 — Application Features

Depending on the version of the Application, the country of use and the equipment concerned, the features may include:

- Searching for and locating charging points;
- Consulting the technical characteristics and access conditions of charging points;
- Displaying applicable prices;
- Starting, monitoring and stopping charging sessions;
- Paying for charging services;
- Consulting charging session history and available supporting documents;
- Registering and managing charging points by their owners or operators;
- Additional notification, loyalty or energy management features.

Certain features may be restricted to specific categories of users, compatible equipment or particular territories.

Werenode may modify or develop the Application's features, subject to users' rights and applicable contractual commitments.

Article 7 — Availability of Charging Points

Information relating to charging points may be provided by their owners, operators or technical partners.

Werenode endeavours to provide accurate and up-to-date information, particularly regarding their location, availability, charging power and access conditions.

However, the actual availability of a charging point may be affected by circumstances beyond Werenode's control, including an occupied parking space, equipment failure, network interruption, maintenance, access restrictions or a decision by the operator.

The charging power ratings displayed correspond to the declared or communicated characteristics and do not constitute a guarantee of the power actually delivered. Actual charging power depends, in particular, on the vehicle, battery, environmental conditions and installation.

The user must verify the compatibility and conditions of use of the charging point on site.

Article 8 — Conditions for Using Charging Points

The driver undertakes to:

- Use only equipment compatible with their vehicle;
- Follow the instructions displayed on the charging point and the manufacturer's safety instructions;
- Use compliant cables and accessories in good condition;
- Respect the site's access, parking and occupancy rules;
- Refrain from interfering with electrical equipment or bypassing its safety devices;
- Report any observed malfunction or hazardous situation.

The driver remains responsible for the use of their vehicle and accessories.

The driver must not initiate or continue charging where an apparent defect presents a risk to persons or property.

Article 9 — Pricing and Prior Information

The Application allows the user to consult the pricing conditions applicable to a paid charging session before confirming it.

Depending on the charging point and service concerned, the price may include one or more components, including:

- A price per kilowatt-hour (kWh);
- A fee based on charging or occupancy time;
- A fixed amount per session;
- Additional charges expressly indicated before the transaction.

Prices are displayed inclusive of all applicable taxes where required by law.

The user is informed of the price components and calculation methods before confirming a paid session. Where the total cost cannot be determined in advance, the calculation method is indicated.

The applicable price is the price presented to the user before confirmation of the session, subject to any specific conditions expressly brought to their attention.

Werenode may not apply charges that have not been announced in accordance with applicable regulations.

Article 10 — Payment and Invoicing

Accepted payment methods are those offered in the Application at the time of the transaction.

Depending on the services and territories concerned, payment may be made by bank card, through a payment service provider or by other expressly offered methods.

Payments are processed in accordance with the conditions of the relevant service provider and applicable regulations.

Where payment features involving digital assets are offered, their specific conditions, including accepted assets, fees, exchange rates and refund procedures, are communicated before the transaction.

Confirmation of a paid session constitutes acceptance of its pricing conditions.

A transaction receipt or invoice is made available in accordance with applicable obligations, including through the Application or electronically.

In the event of payment failure, Werenode may request settlement of amounts actually due and, where justified, temporarily suspend access to paid features, while respecting the user's rights.

Article 11 — Conduct and Termination of a Charging Session

A session may be initiated using the available technical methods: a command issued through the Application, charging point identification, QR code scanning or another compatible method.

The actual start of the session depends on the response of the charging point and associated systems.

The user may request termination of the session using the available methods.

The session ends according to the events actually recorded by the charging system, including following a stop command, disconnection or technical event.

If a session cannot be stopped through the Application, the user must follow the charging point's instructions and contact the relevant support service or operator.

Session data are used to determine the service actually provided and, where applicable, its price, without prejudice to the user's right to dispute an error.

Article 12 — Making a Charging Point Available as a Host

Where this feature is available, a user may register a charging point and offer its use to other drivers.

The Host declares that they possess all the rights and authorisations necessary to install, operate and make the relevant charging point available.

The Host undertakes, in particular, to:

- Provide an accurate description of the charging point and its characteristics;

- Comply with applicable installation, operation and electrical safety regulations;

- Maintain the equipment in safe and proper working condition;

- Define accurate access and availability conditions;

- Comply with applicable invoicing rules and tax obligations relating to their activity;

- Inform users of any specific access restrictions.

Publication of a charging point may be subject to technical or administrative checks.

Werenode may suspend the listing of a charging point presenting a safety risk, containing manifestly inaccurate information or presenting a reported compliance issue.

Specific commercial conditions applicable to Hosts, including any commissions, payouts, operational responsibilities and settlement procedures, are governed by separate provisions communicated before the activity is activated.

Article 13 — Roles of Werenode and Operators

Depending on the charging points and services offered, Werenode may act as a digital solution provider, technical intermediary, mobility service provider or contractual supplier of the charging service.

The identity of the charging service provider and the applicable commercial conditions are communicated to the user before any paid transaction.

Where a charging point is operated by a third party, that party retains the responsibilities incumbent upon it regarding installation, safety, maintenance and operation.

This allocation of responsibilities does not limit the legal obligations assumed by Werenode in relation to its own services.

Article 14 — Security and Prohibited Conduct

The Application must not be used for fraudulent or unlawful purposes or in ways likely to compromise the operation of the services.

The following activities are prohibited in particular:

- Identity theft or impersonation;
- Falsification of charging or payment data;
- Unauthorised access to accounts, systems or equipment;
- Intentional interference with communications with charging points;
- Circumvention of security or payment mechanisms;
- Use of the Application to infringe third-party rights.

Where there are serious indications of fraud or a security risk, Werenode may take proportionate protective measures, including temporarily suspending features or an account.

The user is informed of the reasons for the measure and the available means of contesting it, unless prevented by law or overriding security requirements.

Article 15 — Application Availability and Maintenance

Werenode implements reasonable measures to ensure the operation and security of the Application.

However, the service may be affected by maintenance operations, communication network failures, incidents involving service providers or events beyond Werenode's control.

Werenode endeavours to minimise the duration and consequences of such interruptions.

Nothing in these Terms shall deprive the user of their statutory rights in the event of failure to supply or lack of conformity of a digital service.

Article 16 — Liability

Werenode shall be liable for damage and breaches attributable to it under the conditions provided by applicable law.

Werenode shall not be liable for damage resulting exclusively from improper use of the Application, non-compliant equipment belonging to the user or an external event not attributable to Werenode.

Where a charging point is operated by a third party, the respective responsibilities of Werenode and that operator shall be determined according to their actual roles and applicable legal provisions.

These Terms do not exclude or limit statutory warranties, mandatory consumer rights or liabilities that cannot lawfully be excluded.

Article 17 — Personal Data

In connection with the operation of the Application, personal data may be processed, including account information, data necessary for transactions, information relating to charging sessions and, subject to applicable permissions, location data.

Such processing is carried out in accordance with the General Data Protection Regulation (GDPR) and other applicable provisions.

The purposes, legal bases, retention periods, recipients and rights of data subjects are detailed in the Werenode Privacy Policy, accessible through the Application and the website.

The user may exercise their rights in accordance with the procedures described in that policy.

Optional device permissions, including geolocation and notifications, may be managed through the operating system settings, subject to the features that depend on them.

Article 18 — Blockchain Technologies and Digital Assets

Certain features of the Werenode ecosystem may rely on blockchain technologies or enable the use of digital assets.

Where offered through the Application, these features are accompanied by information and, where necessary, specific conditions describing their operation, costs and risks.

Where relevant, the user is informed of the potentially irreversible nature of transactions recorded on a blockchain, the variability in the value of digital assets and applicable network fees.

Werenode does not guarantee the future value or liquidity of any digital asset.

Use of these features remains subject to applicable regulations and their availability in the relevant country.

Article 19 — Intellectual Property

The Application, its structure, software, interfaces, content and Werenode distinctive signs are protected by applicable intellectual property rights.

The user is granted a personal, non-exclusive and non-transferable right to use the Application for its intended purposes and in accordance with these Terms.

This right does not involve any transfer of intellectual property ownership.

The user undertakes not to reproduce, distribute, commercialise or modify protected elements of the Application without authorisation, subject to rights recognised by law.

Content provided by users remains subject to the rights of its respective owners. The user authorises Werenode to use such content solely to the extent necessary to provide the relevant services.

Article 20 — Account Suspension, Closure and Deletion

The user may request closure of their account through the methods available in the Application or by contacting support.

Account closure does not extinguish payment obligations relating to services already provided.

Certain data may be retained after closure where their retention is necessary to comply with a legal obligation, maintain supporting records or establish, exercise or defend legal claims, in accordance with the Privacy Policy.

Werenode may suspend or close an account in the event of a serious or repeated breach of these Terms, fraud or a security risk, subject to proportionality and applicable legal requirements.

Account deletion is also made available through the Application where required by application distribution platform policies.

Article 21 — Amendments to the Terms

Werenode may amend these Terms to reflect changes in its services, legal requirements or security needs.

Users are informed of amendments in a manner appropriate to their significance and in accordance with applicable statutory notice periods.

Where renewed acceptance is required, it is obtained before continued use of the affected features.

Amendments shall not retroactively affect rights acquired under transactions already concluded.

Article 22 — Complaints and Support

For any difficulty relating to the Application, a charging session or a transaction, the user may contact:

support@werenode.com

To facilitate the handling of a request, the user is encouraged to provide, where possible, the session identifier, the charging point concerned, the date of the incident and a description of the problem.

Werenode reviews complaints and provides a response within a reasonable period.

Consumers also have the possibility, under the conditions provided by law, to use a consumer mediation service free of charge.

Article 23 — Right of Withdrawal and Consumer Rights

Charging services and any paid digital services are subject to the applicable provisions of the French Consumer Code.

Where a right of withdrawal exists, the user receives the information necessary to exercise that right before entering into the contract.

If the user expressly requests performance of a service before the expiry of the statutory withdrawal period, the consequences of that request are explained at the time of ordering, in accordance with applicable provisions.

Nothing in these Terms deprives consumers of their statutory rights or legal guarantees.

Article 24 — Governing Law and Dispute Resolution

These Terms are governed by French law, without prejudice to mandatory consumer protection provisions applicable in the consumer's country of residence.

In the event of a dispute, the user is encouraged to contact Werenode support first in order to seek an amicable resolution.

If the dispute remains unresolved, the consumer may use the mediation mechanism referred to in Article 22.

Disputes shall be submitted to the courts having jurisdiction under the applicable legal rules.

Article 25 — Effective Date

These Terms enter into force on **1 January 2026**.

They are made available through the Application and on the Werenode website.

End of Terms of Use.