

Schedule 3D Payment Processing Services

These terms and conditions apply to all Customers buying Payment Processing Services.

1 Definitions & Interpretation

In this Schedule, the following words shall have the following meanings unless the context requires otherwise:

Contactless Payment Processing System allows users to make contactless payments when utilising the EV Charging Points.

Mobile Phone App Payment Processing means the system which allows users to make payment via access to a mobile phone application when utilising the EV Charging Points;

Roaming Payment Processing means the system which allows users to make payment via access to payment processing services offered by roaming providers when utilising the EV Charging Points.

Net Transaction Value means the value of the Transaction less the Payment Processing Services Provider's fees and any other relevant fees and set off, including but not limited to chargebacks issued to drivers by their respective banks where drivers have contested a payment;

Payment Processing Services means Contactless Payment Processing and/or Payment Processing Services purchased by the Customer detailed in the Contract Particulars

Payment Processing Services Provider means the third party appointed by Supplier to process payments in respect of Transactions;

Tariff means the tariff in respect of the EV Charging Point set by Customer as recorded in the relevant Contract;

Transaction means a transaction completed at an EV Charging Point by an end-user to charge an electric vehicle via either Mobile Phone App Payment or Contactless Payment;

Transaction Value amount paid by the used of the EV Charging Point for the Transaction according to the Tariff set by Customer in respect of the relevant EV Charging Point

2. Payment Processing Services Process

2.1 Supplier will supply and Customer will pay Charges for the Payment Processing Services detailed in the Contract Particulars.

2.2 Customer acknowledges and agrees that:

(i) where Contactless Payment Processing Services are purchased, contactless payment terminal firmware and software is integrated into the EV Charging Points;

(ii) Customer can request that Supplier applies a tariff to their network of EV Charging Points, provided that the tariff is based on energy (pence per kWh). Customer may update the Tariff applicable to an EV Charging Point at a frequency of no greater than once per calendar month on the following notice periods to the Supplier:

(a) For Roaming Payment Processing Services, eight (8) weeks notice is required and tariff updates are only communicated to roaming providers on the 1st and 15th of every month; and

(b) For all other Payment Processing Services, thirty (30) Business Days' prior written notice to Supplier.

(iii) in respect of each Transaction, the Payment Processing Services Provider shall obtain and process payment for the Transaction from the user of the EV Charging Point for the Transaction Value;

(iv) The Payment Processing Services Provider shall deduct its fees (which shall be determined by Payment Processing Services Provider and may vary from time to time without notice) in respect of its services from the Transaction Value;

(v) The Payment Processing Services Provider will remit the Net Transaction Value to the Supplier and following receipt by the Supplier the Supplier shall remit the Net Transaction Value to Customer for all Transactions undertaken at the EV Charging Points to Customer following receipt of a valid invoice from Customer;

(vi) Supplier will issue a monthly statement to Customer detailing all Transactions completed for the previous month calendar month. Customer shall issue an invoice to Supplier for the amount stated in the monthly statement within 14 days of receipt of the monthly report. Supplier shall pay all valid invoices issued by Customer within 45 days of receipt. Supplier may vary the frequency of remittances to Customer from time to time on notice to Customer. Supplier shall not be obliged to remit any amounts to Customer unless and until the funds are received by the Payment Processing Services Provider. Customer shall provide Supplier with bank account details or any changes to bank details, in a timely manner, to enable Supplier to make payment of all sums due to Customer and Customer shall indemnify Supplier for any direct losses connected to the provision of incorrect banking details by Customer;

(vii) Supplier shall be entitled to install signage with instructions detailing how to use the Payment Processing Service, privacy notice and other relevant information, to be located on or installed separately to the EV Charging Points. Supplier reserves the right to charge for this service. Customer shall be responsible for always maintaining clear signage and under no circumstances should it be obscured or removed. Supplier may make changes to such signage at any time. Customer shall provide Supplier with details of any site access restrictions for charging locations, inclusive of opening hours and site information, which is to be published on the Mobile Phone App and/or signage. Supplier reserves the right to remove or withhold the publishing of these charging stations without this information;

(viii) Supplier may limit the volume of Transactions that can be processed via the EV Charging Points if and to the extent that the Payment Processing Services Provider imposes any such limit on Supplier. Supplier shall notify Customer and have no liability to Customer in the event that any such limit is imposed;

(ix) Any dispute that an end-user of an EV Charging Point has in relation to a Transaction will be settled between Supplier and the relevant end-user. To the extent that Customer receives notice of any such dispute directly, Customer shall pass on details of the dispute to Supplier;

(x) Payment Processing Services rely on telecommunications networks over which Supplier has no

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control and so Supplier makes no guarantee that the Payment Processing Services shall be uninterrupted or error free. Customer shall notify Supplier promptly in the event of any interruption, fault or error with the Payment Processing Services;

These criteria are set by the Mobile Phone App Provider and the Mobile Phone App Payment Processing Provider and may be changed by them by issuing notice in writing at any time.

- (xi) Supplier shall be entitled to remotely take the EV Charging Points offline to ensure that it complies with its contractual and legal obligations in the provision of the Payment Processing Services, and the Customer shall not receive payment in scenarios including but not limited to where there has been a fault with the Mobile Phone App or there are any irregularities with the way monies are being processed by the payment processor.

3.4 **Agreed Service Levels:** For the avoidance of doubt, Supplier cannot provide:

- i) An alternative payment facility if the Mobile Phone App is not available;
- ii) Private network functionality whereby only Customer EV Charging Points are displayed on the Mobile Phone App; or
- iii) Development capability in the Mobile Phone App for Customer and will not be able to customise user interface.

2.2 In respect of all Transactions undertaken, Customer warrants, undertakes and represents to Supplier that:

- (i) the Transaction was entered into in accordance with Applicable Law;
- (ii) the Transaction is bona fide and Customer has provided the goods and/or services to the end-user to which the Transaction relates;
- (iii) Customer is not in breach of any obligations it may have to the end-user; and
- (iv) Supplier shall be entitled to terminate the Contract for breach if a Transaction does not comply with this clause.

2.3 Unless it is unable to do so for reasons outside its control, Supplier will also provide the following as part of the monthly report:

- i) Charging session backing data; and
- ii) Itemised additional charges (such as chargebacks).

3. Terms Applicable to Mobile Phone App Payment Processing Services Only

3.1 Before using the Mobile Phone App, drivers will be requested to provide their consent allowing the Payment Processing Services Provider to submit charges through the payment processing services.

3.2 Drivers will be provided:

- i) Access to a Mobile Phone App support line to Customer during office hours (08:30-17:00 on Business Days);
- ii) Mobile Phone App user guidance via the Mobile Phone App and on-site signage; and
- iii) Confirmation and receipts for each transaction available within the Mobile Phone App.

3.3 **Minimum session duration/usage:** There are two criteria that lead to a session not creating a charge via the Mobile Phone App, despite connection with the charger being made as follows:

- i) Session is only 'valid' if energy drawn > 0.2 kWh OR session duration > 2 min. When the criteria are not met, the session will still be created in the app, but the costs (both wholesale and retail) will be set to 0 – no transaction will take place, the driver will therefore not have any money taken from their account, and Supplier will not pay Customer; and/or
- ii) If a session draws more than 0.2kWh or lasts longer than 2 minutes, but the total value of the session is still less than the £0.30 (level set by the Mobile Phone App Payment Processing Provider) then a transaction will not take place, therefore no monies will be transferred.