

Annex to Terms of Use: Data Terms of Use for Connected Devices and Services

Effective Date: September 12, 2025

This Annex to the Terms of Use ("Data Terms of Use") forms an integral and inseparable part of the main Terms of Use ("Terms of Use") between you, the user, and Shuttel. It specifically governs the collection, processing, and use of non-personal data generated by your use of connected devices and related services provided to you.

By continuing to use the connected devices and related services, you acknowledge that you have read, understood, and agree to be bound by these Data Terms of Use in addition to the [main Terms of Use](#). In the event of any conflict between these Data Terms of Use and the main Terms of Use, these Data Terms of Use shall prevail with respect to data generated by connected devices.

1. What data is covered?

1.1 This part of our agreement covers all the "Data" we collect from your product or related services that's readily available, as defined by the [EU Data Act](#). This includes things like:

- What kind of data it is (e.g., status of charging stations and registration of charging sessions).
- How much data we expect to collect.
- How often it's gathered.
- Where it's stored.
- How long it's kept.

You can find a detailed list of all this data and its characteristics on our [website](#). If we start collecting any new data during our agreement, we'll make sure to update that list on the website.

2. How Shuttel uses and shared data

2.1 How we use non-personal data. We (Shuttel) promise to only use data that's non-personal (meaning it can't identify you directly) for the purposes we've agreed on with you. These include:

- Managing our agreement with you: Like sending invoices, creating reports for you, or handling payments.
- Providing support: Helping you with any issues, warranty claims, or questions about your product or service.
- Keeping things running smoothly: Making sure your product or service is working correctly, securely, and that its quality stays high.
- Making our products better: Improving how our existing products or services work.
- Developing new products: Creating new products or services, including AI solutions. We might do this ourselves, with trusted partners who work for us, or through special collaborations.
- Combining data: We might combine your non-personal data with other data, or create new data from it, for any lawful purpose. This could include selling or sharing these combined or new datasets with others. But don't worry, these combined datasets will never allow anyone to identify the specific data from your product, nor allow them to figure it out.
- Improving safety: Helping to make mobility services better for everyone.

- 2.2 We promise not to use your non-personal data to figure out your financial situation, your assets, your production methods, or how you use the product in a way that could harm your business.

3. Sharing non-personal data with others

- 3.1 We can, upon your request, share non-personal data with other companies (third parties) as long as:
- They use the data only for purposes that fit with the goals of the EU Data Act and other relevant laws. This includes, but isn't limited to:
 - Improving and developing their own products and services: For example, analyzing data to make their operations more efficient or create new features.
 - Doing research and analysis: Performing anonymous data analysis to find trends, understand market behavior, or for scientific studies.
 - Helping with operations: Supporting their daily business activities, like logistics or managing resources.
 - Meeting legal requirements: Sharing data when they are legally obligated to do so by authorities.
 - Collaborating with partners: Sharing data for joint projects focused on mutual growth and innovation, provided it's within agreed purposes and doesn't hurt your or our interests.
- 3.2 We will always make sure that these third parties contractually agree to keep the data private and confidential, and to follow all relevant data protection and sharing laws.
- 3.3 We might also use services like cloud computing (where data is stored and managed online) to help us achieve the purposes mentioned above. These third parties might also use such services to achieve their agreed purposes.

4. How Shuttel uses and shares personal data

Any data that is personal data will be used, shared with others, or processed by Shuttel strictly according to our Privacy Statement and always in line with the law.

5. How we protect your data

- 5.1 We (Shuttel) promise to use reasonable protection measures for your data. We'll do this by considering the latest technology, any potential harm you might face if your data is lost or shared without permission, and the costs of these protection measures.
- 5.2 You agree not to change or remove any of these technical protection measures unless you have our prior written permission.

6. Data access by the user upon request

- 6.1 Making your data available. We (Shuttel) will share your data with you whenever you or someone you've authorized, asks for it. This data will include all the necessary background information (metadata) so you can understand and use it properly. You can make this request easily through our website, filling the form and send it to solutions@shuttel.nl.
- 6.2 Sharing Personal Data. If the data contains personal information and you are not the person the data is about (the "data subject"), we can only share it if there's a good legal reason under the GDPR (the main EU privacy law, Article 6). If it involves sensitive personal data, additional conditions from Article 9 of GDPR and Article 5(3) of the ePrivacy Directive must also be met.

When you're asking for personal data and you're not the data subject, you must inform us about your

legal reason for wanting that data with each request. This is very important for us to comply with privacy laws.

- 6.3 How your data will look and how you get it. We will provide the data to you for free, and it will be of at least the same quality we have ourselves. It will always be in a complete, organized, standard, and computer-readable format, along with the necessary background information (metadata) to help you use it.

We can both use a third party (like a data intermediary service) to help you get your data. This third party won't be considered a "data recipient" under the Data Act unless they use the data for their own business. If either of us wants to use such a third party, we need to tell the other person beforehand.

You will get access to the data:

- Easily and securely by either sending you the data or by giving you access to where it's stored.
- Without unnecessary delays once we have the data ourselves (if applicable).
- Continuously and in real-time OR regularly (further explanation will be provided to you if this is the case and we will specify if/where that applies)

We will make sure to clearly explain how you'll get access to the data in our response to your request. We will also give you, at no extra cost, all the tools and information you need to easily get to your data, as required by the Data Act.

- 6.4 What to Do if Something Goes Wrong (Feedback). If you notice an issue with the data, its quality, or how you access it (as explained to you by us), please tell us with a detailed description. We'll then work together to figure out what happened and how to solve it.

- 6.5 When We Might Make Changes. The most up-to-date information about your data and how you access it will always be available on our [website](#). We will only notify you directly if there's a material change that could significantly affect how you access or use the data. In such cases, we'll let you know with a push notification through the Shuttel app at least 4 weeks beforehand. The only exception for shorter notice would be if immediate changes are required due to urgent reasons like a newly discovered security vulnerability.

7. How you can use and share data.

- 7.1 You are free to use the data we provide to you for any legal purpose and can share it freely, but please keep in mind the few limitations we explain below.

- 7.2 What You Can't Do with the Data. To keep things fair and secure, you agree not to:

- Create a competing product: Don't use our data to build a product that directly competes with Shuttel's product, or share the data with anyone else who intends to do so.
- Spy on our business: Don't use the data to figure out our financial situation, assets, or how we make our products.
- Force access or exploit weaknesses: Don't try to force your way into getting data, or take advantage of any technical weaknesses in our systems designed to protect the data.
- Share with "gatekeepers": Don't share the data with any company that's considered a "gatekeeper" under EU law (specifically, Article 3 of Regulation (EU) 2022/1925).
- Break the law: Don't use the data for any purpose that goes against EU law or relevant national laws.

8. Making Data Available to Another Company (Data Recipient)

- 8.1 You can ask us (Shuttel) to send your data, along with its necessary background information (metadata), directly to you or a third party (a "Data Recipient") you choose. We'll do this for free for you. You can make this request using the request forms we have made available on our [website](#) and send it to solutions@shuttel.nl.
- 8.2 Important for Personal Data: If the data you're asking us to share contains personal information (meaning it can identify someone), and you're not the person the data is about, we can only share it if there's a valid legal reason under GDPR (the main EU privacy law). When you make such a request, you must clearly state your legal reason (like "consent" or "legitimate interest") in the forms we have made available on our [website](#) and send it to solutions@shuttel.nl.
- 8.3 If your request involves sensitive personal data (like health information), we'll need to ask you for additional information to ensure all necessary conditions under GDPR Article 9 and the ePrivacy Directive are met.
- 8.4 We'll make sure the data we send to the Data Recipient is of at least the same quality we have ourselves. It will always be in an organized, standard, and computer-readable format, and we'll send it easily and securely if feasible.
- 8.5 When you make such a request, we'll then work with the Data Recipient to set up the terms for sharing the data. These terms will be fair, reasonable, non-discriminatory, and transparent, as required by the Data Act.
- 8.6 Please know that you cannot use this option to send data to a "gatekeeper" company (as defined by Article 3 of Regulation (EU) 2022/1925), nor can you request data to test new products, substances, or processes that aren't yet available on the market.

9. When you transfer your product (or its use)

- 9.1 If you permanently transfer ownership of your product, or your right to use it, to someone else (for example, when you sell the product), that's called a "transfer of use."
- 9.2 When each user needs an account. Sometimes, using our product or related services requires you to have an account with us (like a login and password). In these cases, each new user will need to create their own account and agree to a contract with Shuttel. If you transfer your product, you simply need to tell us that you're no longer the user and that your contract with us is ending. Please also make sure that other people won't be able to use your old account. This might mean removing your login details before you hand over the product or rights to services.

10. Wrapping Things Up

This Annex is a part of your overall agreement with Shuttel, acting as an extension of our existing Terms of Use. All the general terms and conditions you've already agreed to still apply here.

By continuing to use our products and services, you're agreeing to these additional terms about your data.

We are committed to making sure you have control over your data and understand how it's used. If you have any questions about these data terms or anything else, please don't hesitate to reach out to our customer support.