

# Terms & Conditions

Version December 2025



## Article 1. Definitions

1.1. In these Terms, the following capitalized terms, whether singular or plural, will have the following meaning:

**Account:** the personal interface of the Application to which Client and User(s) obtain access after entering the login credentials.

**Agreement:** the agreement between Hello Energy and Client, consisting of the Order Form(s), these Terms, the service level agreement (SLA) and any other agreement between Hello Energy and Client relating to the provision of Services.

**Application:** the software-as-a-service (SaaS) application, including API's and other platforms, dashboards and/or other user interfaces, developed by Hello Energy, which enable(s) Client and/or User(s) to, amongst others, provide Client Material and to retrieve and/or access Content and Client Data.

**Client:** the private person or legal entity who entered into an Agreement with Hello Energy.

**Client Data:** the data collected, analysed, combined and/or otherwise processed specifically for Client by Hello Energy.

**Client Material:** all information, Data, materials and/or works provided to Hello Energy by or on behalf of Client.

**Content:** the information and materials, including images, travel information, news and weather data, Client Material and/or Client Data created by Hello Energy and/or obtained by Hello Energy via publicly accessible sources, Data Providers, Partners and/or Client, which is made accessible to Client through the Application, Hello Energy + or in any other way.

**Data:** utility and/or sustainability data (such as electricity, gas, heat, water, solar, wind, battery and electric vehicle data) relating to Client and/or

User(s) and originating from Data Providers and/or other (publicly available) sources.

**Data Providers:** third parties that can provide access to Data relating to Client and/or User(s), including grid operators, energy providers, metering companies, installers and other technical parties, company building managers, database managers and code book managers.

**Hardware:** hardware and other items provided to Client under the Agreement.

**Hello Energy:** the private company with limited liability called Hello Energy B.V., registered in the trade register of the Chamber of Commerce under number 64546292 and with its headquarter at Delftsestraat 17C, 3013 AC Rotterdam.

**Hello Energy +:** an additional Service that provides dynamic dashboards on portals or screens for User(s) to engage with Client Data.

**IP-Rights:** all intellectual property and ancillary rights, including copyrights, trademark rights, patent rights, design rights, trade name rights, database rights, know-how rights and any similar rights.

**Order Form:** a document in which Hello Energy and Client agree on the details of the Service(s) to be provided.

**Partner(s):** external parties engaged by Hello Energy or Client for the provision of Services.

**Requirements:** the minimal requirements relating to, amongst others, the existing system, software, and/or network connection of Client that must be met for the proper usage of Services.

**Services:** the entirety of services provided to Client under the Agreement, including but not limited to the provision of the Application and Hardware.

# Terms & Conditions

Version December 2025



Terms: these terms and conditions.

User(s): any natural person(s) authorized by Client to use and/or manage the Application under Client's responsibility.

1.2 When terms such as 'including', 'such as', 'amongst others', 'like' or similar terms are used, other things are explicitly not excluded.

## Article 2. General

2.1 These Terms apply to all offers and quotations made by Hello Energy, to all agreements between Hello Energy and Client under which Hello Energy provides Services and to the use of Services by Client and/or User(s). Client is responsible for User's compliance with these Terms.

2.2 The applicability of general terms and conditions and/or other terms and conditions of Client is expressly rejected.

2.3 Additions to and/or derogations from these Terms are only valid when they are explicitly agreed on in writing between Hello Energy and Client.

2.4 If any provision of these Terms is void or voidable, or is or becomes entirely or partly invalid for any other reason, the other provisions of these Terms will remain in full force and effect. Hello Energy will replace the invalid provision with a provision that is valid and of which the legal consequences, having regard to the content and purpose of these Terms, corresponds as best as possible with those of the invalid provision.

2.5 Hello Energy has the right to unilaterally amend these Terms from time to time. Hello Energy will inform Client about the amended Terms before they take effect. The amended terms are applicable to the existing Agreement. Prior notice by Hello Energy is not necessary in case of minor amendments, such as the correction of obvious errors, obvious omissions and other changes of similar nature.

2.6 In the event of any conflict between the provisions in documents that form the Agreement, the specific document shall take precedence over the general document.

## Article 3. Agreement

3.1 All offers and quotations made by Hello Energy are non-binding and revocable. Offers and quotations made by Hello Energy are valid one (1) month from the day they were made, unless otherwise indicated in writing by Hello Energy.

3.2 The Agreement is entered into upon signature of an Order Form by Hello Energy and Client, or upon explicit confirmation in writing by Hello Energy of the order made by Client, or upon commencement of the provision of Services by Hello Energy.

## Article 4. Provision of Services

4.1 Hello Energy will provide Services as agreed in the Agreement. The provision of Services by Hello Energy is considered a best-effort obligation unless and insofar as Hello Energy has explicitly agreed to a specific result in the Agreement and the result is described with sufficient specificity.

4.2 Hello Energy will commence the provision of Services as soon as Client has provided all necessary cooperation, information and authorisations in accordance with Article 7.

4.3 While all delivery dates for Services are determined by Hello Energy to the best of its knowledge and upheld as much as reasonably possible, they are never considered deadlines (in Dutch: *fatale termijnen*). Hello Energy will consult with Client as soon as Hello Energy is aware of circumstances that may impede timely delivery. Client is never entitled to compensation due to late delivery.

4.4 Hello Energy reserves the right to modify its Services without prior announcement and without in any way becoming liable to Client. Hello Energy is not obliged to maintain specific features or functionalities of

# Terms & Conditions

Version December 2025



Services specifically for Client or to modify or add such features or functionalities.

4.5 Hello Energy does not provide a testing and acceptance procedure. Client accepts the Services in the condition in which they are at the time of delivery (“as is, where is”), therefore with all visible and invisible defects. Services are deemed to have been delivered and accepted by Client upon delivery, or if agreed, after installation.

4.6 Hello Energy will undertake all reasonable efforts to maintain the data connection to the data source up and running. If data is not available for 7 days, Hello Energy will create a ticket and will start investigating the cause. If it is caused by Hello Energy, the solution will be implemented by Hello Energy without extra costs.

## Article 5. Application and Content

5.1 Pursuant to compliance with Client’s obligations under the Agreement, Hello Energy grants Client and/or User(s) a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use the Application for the duration of the Agreement.

5.2 Client and/or User(s) must create an Account in order to use the Application. Client is responsible for providing instructions to User(s) on the use of the Application and for ensuring their compliance with these Terms.

5.3 The login credentials (including username, password and multi factor authentication) must be kept secret. Client is responsible for implementing and enforcing sufficient password security guidelines which apply to User(s).

5.4 As soon as Client knows or has reason to suspect that the login credentials of Client and/or User(s) are no longer secret or that an Account is being abused, Client will inform Hello Energy and Client must immediately take effective action.

5.5 Client is responsible and liable for all (authorized and unauthorized) use of the Application that occurs via the login details and/or Account(s) of Client and/or User(s) and indemnifies Hello Energy in this regard.

5.6 All (Client) Data and Content that is made available to Client by Hello Energy, is made available on an “as is” and “as available” basis. Hello Energy does not give any warranties or guarantees regarding the accuracy, completeness, timeliness, reliability or availability of (Client) Data and Content.

## Article 6. Partners

6.1. Hello Energy may engage Partners to provide Services. In principle, Hello Energy shall act as the single point of contact for Client with respect to the delivery of Services by a Partner and no contractual relationship will arise between Client and the relevant Partner.

6.2 If necessary for the provision of Services, Client may be required to enter into a direct agreement with Partner(s). In such case, Hello Energy will inform Client of this requirement in a timely manner.

6.3 If the situation referred to in Article 6.2 occurs, the following shall apply:

6.3.1 Services provided by Partners may be subject to the terms and conditions of such Partners, which will be made available to Client by the respective Partner. Hello Energy has no influence over, and does not assume any responsibility for, the content or enforceability of the terms and conditions of Partners. If Client wishes to use the products and/or services provided by a Partner, Client must agree to and comply with the applicable terms and conditions at its own responsibility;

6.3.2 Any changes, unavailability (including end-of-life), disruptions in the provision of products and/or services by Partners, as well as any disputes between Client and a Partner — including, without limitation, any breach of contract by a Partner — shall under no circumstances constitute a

# Terms & Conditions

Version December 2025



breach of the Agreement by Hello Energy. Hello Energy shall not be liable for any damages, losses or costs incurred by Client in this respect, unless such damages result directly from an attributable breach of the Agreement by Hello Energy;

6.3.3 The use of products and/or services provided by Partners is entirely at Client's own risk. Client shall indemnify and hold harmless Hello Energy, its affiliates, and their respective officers, employees, and agents from and against any claims, liabilities, damages, or expenses arising out of or related to Client's use of such products and/or services provided by Partners.

## Article 7. Obligations of Client

7.1 Client may only use Services within its own organization and only for the use intended under the Agreement.

7.2 Client will provide Hello Energy with all cooperation, information and access necessary for the delivery of Services, including any authorizations required for requesting and/or receiving Data. Client is responsible for making adequate arrangements in this regard with User(s).

7.3 All authorizations for data collection provided by Client can be translated into other languages for the use of collecting Data. Hello Energy is authorized to sign and execute the (translated) authorization on behalf of Client.

7.4 Client guarantees the accuracy, completeness and timeliness of all information, authorisations, materials, software, procedures and instructions that Client provides to Hello Energy for the purpose of providing the Services.

7.5 If loss of data is caused by Data provider, Client and/or User(s), Hello Energy will indicate the cause to that party. In this case, Hello Energy will support the solution and is allowed to charge €750 per occasion, without prior notice. If the costs exceed this amount, Hello Energy will contact Client to agree on the costs before moving on.

7.6 Client guarantees that no third-party rights (including but not limited to that of Data Providers) preclude making authorizations, hardware, software, information and/or other materials available to Hello Energy for the purpose of use, processing, installation or incorporation by Hello Energy. Client indemnifies Hello Energy against all damages and costs incurred by Hello Energy as a result of a claim by a third party based on the assertion that the aforementioned provision, use, processing, installation or incorporation infringes any right of that third party.

7.7 Client is responsible for the provision and correct functioning of its hardware, software, network connections and other items required for the delivery of the Services in accordance with the Requirements.

7.8 Client will inform Hello Energy immediately in writing in case of changes that may affect the provision of Services.

7.9 Client is responsible for taking all necessary measures to protect its hardware, software and network connections from viruses, unlawful access and use by third parties and for ensuring adequate security of its information systems.

7.10 If Client fails to comply with the obligations referred to in this Article or fails to do so in a timely or complete manner, Hello Energy is entitled to suspend the performance of the Agreement (in whole or in part) and/or to charge any additional costs to Client against the rates applicable at that time, without prejudice to any other (statutory) right of Hello Energy.

## Article 8. Hardware

8.1 If agreed upon between Hello Energy and Client, Hello Energy shall purchase Hardware for Client. The Hardware is delivered by Hello Energy or a Partner on Client's instructions to a location specified by Client. Ownership of the Hardware shall remain with Hello Energy and/or Partner until Client has fulfilled all payment obligations under the Agreement relating to the Hardware. Hello Energy may retain possession of the Hardware, notwithstanding any obligation to deliver or transfer ownership, until such payment obligations have been met by Client.

# Terms & Conditions

Version December 2025



8.2 Hello Energy shall arrange for installation of the Hardware at the location designated by Client. Hello Energy and Client shall agree on an installation date for the Hardware.

8.3 Installation dates for the Hardware can be postponed upon written request by Client at least seven (7) days before the planned installation date. In case of postponement by Client within seven (7) days before the planned installation date, or in case installation and/or configuration of Hardware is not possible due to Requirements not being met, Hello Energy has the right to charge additional costs.

8.4 Client shall use the Hardware with due care. Client shall take adequate measures to prevent any damage to Hardware. Should there be any damage, Client will promptly inform Hello Energy. The risk in relation to the Hardware (including the risk of loss, theft, embezzlement, or damage) shall transfer to Client at the moment the Hardware is placed under the actual control of Client or a third party designated by it.

8.5 Client is obliged to carefully inspect the Hardware without delay upon delivery for any defects, and any seal on the Hardware shall not be broken. If Client fails to inspect the Hardware or breaks the seal, any right to complain or claim against Hello Energy in relation to such defects shall be forfeited. Client is not permitted to return the Hardware to Hello Energy without Hello Energy's prior written consent. The Hardware may only be returned unused, in its original packaging, and with seals intact. The cost and risk of shipping returned Hardware shall be borne by Client.

8.6 In the event the Hardware has a defect, Hello Energy shall, to the extent it deems necessary and feasible, arrange for the Hardware to be replaced or repaired. The costs of replacement or repair shall be borne by Client. Client shall have no claim if the defect has arisen as a result of modifications or alterations made to the Hardware by Client or is otherwise attributable to Client.

8.7 Hello Energy shall not be responsible for the delivery by Partners, nor for any statements made by Partners concerning delivery times, quantities, availability, special modifications, connection possibilities, or suitability of the Hardware for specific applications, unless Hello Energy has expressly confirmed such matters in writing.

8.8 Client is not permitted to grant, create, or otherwise dispose of any encumbrance, security interest, or limited right during the Agreement over the Hardware or any part thereof. If Client suspects or becomes aware that a third party intends to create or has created any such right or encumbrance on the Hardware, or if any third party makes a claim to the Hardware, Client shall immediately notify Hello Energy. Client shall take all necessary actions to protect the ownership and reclamation rights of Hello Energy.

8.9 If Client fails to comply with its obligations under this Article, Hello Energy shall have the right to repossess the Hardware. Client shall provide all cooperation necessary for such repossession, including identifying the location of the Hardware. Client hereby grants, or shall ensure that Hello Energy is granted, permission to enter any premises where the Hardware is located, including premises of Client, User(s) and/or other third parties, for the purpose of repossessing the Hardware.

8.10 Client shall have no entitlement to support and/or maintenance services from Hello Energy in any form for hardware that has not been supplied by Hello Energy under the Agreement, unless otherwise agreed in writing.

8.11 Client may request Hello Energy to collect the Hardware upon termination of the Agreement at Client's own cost. Upon such collection, ownership of the Hardware shall transfer back to Hello Energy. Client shall not be entitled to any refund or repayment of the purchase price upon returning the Hardware.

# Terms & Conditions

Version December 2025



## Article 9. Fees and payment

9.1 The fees payable by Client for the provision of Services are mentioned in the Order Form. Unless explicitly stated otherwise, all amounts mentioned by Hello Energy are in euros and exclusive of VAT and other levies/taxes.

9.2 The fees mentioned in Article 9.1 are initial estimates based on the information provided by Client. Such estimates are non-binding and subject to confirmation after Hello Energy has assessed the actual situation on Client's premises.

9.3 Any applicable subscription fees for the provision of Services are effective from the first day of the calendar month immediately following the month during which the kick-off meeting with Client has taken place.

9.4 One-off costs for Services are invoiced 50% in advance and 50% upon delivery, unless otherwise agreed. Subscription fees are invoiced for a twelve (12) month payment period and these fees are invoiced upfront. If Client requests monthly or quarterly invoicing for subscription fees, Hello Energy will add a service charge of 10% on top of the actual amount(s). If Client requests monthly or quarterly invoicing for subscription fees, Client is still obliged to pay subscription fees for the entire aforementioned contractual period.

9.5 Services provided under agreements between Client and Partners shall be invoiced separately by the respective Partners, at their own rates and subject to their applicable payment terms.

9.6 Amounts invoiced in advance must be paid in full prior to commencement of Services. All other invoices must be paid within fourteen (14) calendar days of the invoice date. This payment term constitutes a deadline (in Dutch: *fatale termijn*).

9.7 If Client does not meet its payment obligations (on time or in full), Client is in default immediately without a notice being required. After expiry of the payment due date, without prejudice to the statutory rights of

Hello Energy, Client owes interest on the outstanding amount at a rate of 1.5% per calendar month (with any partial month being counted as a full month) until payment is made in full. If Client is in default of payment, Hello Energy may hand over the claim to a third party for collection. In that case, all costs incurred by Hello Energy, such as legal costs and (extra)judicial costs will be borne by Client. The extrajudicial costs are set at a minimum of 15% of the invoice amount.

9.8 Hello Energy has the right to amend the rates for its Services at any time with thirty (30) days prior notice to Client. Hello Energy may however, without prior notice, increase its prices annually effective 1 January based on the Consumer Price Index (CPI) as published by Statistics Netherlands (CBS).

9.9 If Client does not agree with the invoice, Client must inform Hello Energy within fourteen (14) days of receiving the invoice. Failure to do so results in a loss of right to contest the invoice. Contesting an invoice does not suspend Client's payment obligation.

9.10 Hello Energy may suspend the provision of Services until Client has fulfilled its obligations in full. Hello Energy is not liable for damages suffered by Client in case Partners suspend the delivery of products and/or services as a result of the failure of Client to fulfill its (payment) obligations towards the relevant Partner.

9.11 Client is not entitled to discounts or offsetting unless explicitly stated otherwise by Hello Energy.

9.12 Services are provided on a non-refundable basis. There will be no refunds or credits for partial months of Services or for Services that remain unused by Client.

9.13 In case Hello Energy provides smart metering solutions, the costs invoiced by metering companies are never included in the subscription fee of Hello Energy. These costs will be directly charged by the metering company to the owner of the relevant data.

# Terms & Conditions

Version December 2025



## Article 10. Duration and termination of Agreement

10.1 The Agreement has a limited term unless explicitly stated otherwise in the Order Form. Agreements for a limited term are automatically tacitly renewed for the same term after the agreed term has expired.

10.2 The Agreement can be terminated by Hello Energy and Client at the end of the contract term, subject to a notice period of at least three (3) months.

10.3 Without prejudice to its statutory rights, Hello Energy is entitled to immediately terminate the Agreement in whole or in part, without a notice of default being required and without judicial intervention, if Client is granted suspension of payment, is declared bankrupt or if Client's company is dissolved or liquidated.

10.4 In the event of termination of the Agreement, for whatever reason, there will be no reversal of that which Hello Energy has already delivered and/or performed and of the associated payment obligation of Client. Client will not receive any refunds as a result of termination. Immediately after termination, Hello Energy will send an invoice for work performed by it that has not yet been invoiced. Amounts invoiced by Hello Energy prior to termination remain due and payable in full, subject to the provisions of this Article, and become immediately due and payable at the time of termination.

10.5 In the event of termination of the Agreement, for whatever reason, all rights granted to Client and/or User(s) under the Agreement shall end simultaneously, including but not limited to the right to access and/or use the Application.

## Article 11. Privacy

11.1 Insofar as Hello Energy processes personal data when providing Services, Client qualifies as controller under the General Data Protection Regulation. Where applicable, Hello Energy and Client will enter into a data processing agreement.

11.2 Client guarantees that it complies with the requirements under the applicable privacy legislation. Client indemnifies Hello Energy for all claims and sanctions from third parties, User(s) and government authorities relating to data processed by Hello Energy in the course of the provision of Services, and will remunerate Hello Energy for all costs and damages resulting from said claims and/or sanctions. Upon request, Hello Energy will provide Client with the required information and cooperation to contest these claims and sanctions.

11.3 With regard to products and/or services of Partners, the privacy conditions of the relevant Partner apply and Client may be required to enter into a separate data processing agreement with the relevant Partner.

## Article 12. IP-Rights

12.1 All IP-Rights related to the provision of Services, including programming, APIs, databases, designs, texts and images, are the exclusive property of Hello Energy, its licensors or Partners. Nothing in the Agreement is intended to transfer any IP-Right to Client.

12.2 Client and User(s) are only given the limited user rights that are expressly granted in the Agreement.

12.3 All IP-Rights to Client Material and/or any other material or information provided to Hello Energy by Client shall remain the property of Client or its licensors. Client grants Hello Energy a free, worldwide, perpetual, irrevocable, sub-licensable and transferable license to use and reproduce the material provided by Client to the extent necessary for the provision of Services. Client warrants that it is entitled to grant this license to Hello Energy.

12.4 Client is not permitted to modify (parts of) Services in whole or in part without Hello Energy's prior permission. Hello Energy is always entitled to refuse permission or to attach conditions to its permission. Client bears the full risk of all modifications made by or on behalf of Client by third parties, whether or not with permission of Hello Energy.



# Terms & Conditions

Version December 2025



12.5 Hello Energy is never obliged to provide Client with the source code or preparatory material relating to the Application and/or any other software provided by Hello Energy.

## Article 13. Data Act

13.1 To the extent applicable, Hello Energy undertakes to comply with the relevant obligations under Regulation (EU) 2023/2854 (the “**Data Act**”).

13.2 Upon written request of Client, and to the extent Client is entitled to make such a request, Hello Energy will make available to Client the information requested or shall provide or transfer such data to a third party designated by Client within a reasonable timeframe. A request from Client pursuant to this Article must meet the following criteria:

- To the extent possible, Client shall first make use of any direct access functionalities already made available by Hello Energy before submitting a request;
- The request must be made in writing and clearly specify the data requested and the intended purpose of use;
- The request must include all necessary information to verify the identity of Client;
- Client shall indicate a designated contact person for all communications relating to the data request;
- If provided by Hello Energy, Client must use a request template.

13.3 Upon Client’s request and after consultation of such request by Hello Energy, Hello Energy will provide Client with the relevant information regarding the execution of the request. If a request is rejected by Hello Energy, it will inform Client of that decision in writing including the reason for rejection.

13.4 To the extent permitted under the Data Act, Hello Energy may charge reasonable costs relating to Client’s request regarding the Data Act. Hello Energy will inform Client of the estimated costs, if possible.

## Article 14. Confidentiality

14.1 Hello Energy and Client shall ensure that all information received from the other party which is known or should reasonably be known to be of a confidential nature shall remain confidential. The party receiving confidential information shall only use this information for the purpose for which it was provided. Information shall in any case be considered confidential if it is designated as such by Hello Energy or Client.

14.2 Hello Energy and Client will take all reasonable precautions to comply with their confidentiality obligations. None of the stipulations included in this Article limit the receiving party with regard to information or data if said information and data: (i) was already legally owned by the receiving party before being obtained from the party involved; (ii) was developed independently by the receiving party without use of information or data from the Party involved; (iii) was generally known or made generally accessible other than by an act or omission from the receiving party; or (iv) was provided to the receiving party by a third party, without a confidentiality obligation against the party involved being violated.

14.3 The confidentiality obligations referred to in this Article do not apply insofar as confidential information must be made public based on the law, a court order or a decision from a government institution, under the condition that the receiving party does everything possible to limit the scope of the publication and will inform the party involved in advance of said proposed publication if it is not prohibited to do so.

14.4 Hello Energy has the right to use the name, trade name, brand and logo of Client in communications to promote its products and services online or offline and is allowed to communicate publicly that Client is a customer of Hello Energy.

## Article 15. Liability

15.1 The total, aggregated liability of Hello Energy under the Agreement towards Client and/or User(s) as a result of any unlawful act and/or attributable breach of the Agreement is limited to the compensation of direct damages up to the maximum amount that is actually paid out for the



# Terms & Conditions

Version December 2025



damage case in question under Hello Energy's liability insurance. Related events are considered to be a single event for the application of this Article.

15.2 If Hello Energy's liability insurance, for whatever reason, does not cover the damages or pay out, the total, aggregated liability of Hello Energy under the Agreement towards Client and/or User(s) will be limited to compensation of direct damages to a total, one-time amount of a maximum of €5,000 (five thousand euros).

15.3 Direct damages exclusively mean the reasonable expenses required to  
(a) ensure the performance of Hello Energy complies with the Agreement;  
(b) determine the nature and scope of the direct damages; and  
(c) prevent or limit direct damages.

15.4 Any liability of Hello Energy for any damages other than direct damage ("indirect damages"), including – but not limited to – consequential damages, loss and/or damage of data, loss of profits and lost sales, is excluded.

15.5 Hello Energy is not liable for products and/or services delivered by Partners.

15.6 The restrictions mentioned in the preceding paragraphs of this Article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of Hello Energy.

15.7 Client must report any damage to Hello Energy in writing as soon as possible after it arises. Any claim for damages against Hello Energy will lapse after the mere expiry of twelve (12) months from the inception of the claim.

## **Article 16. Warranties**

16.1 To the extent permitted by law and unless otherwise expressly agreed in writing in the Agreement, Hello Energy shall not provide any warranties with respect to Services. In respect of products and/or services provided by Partners, Hello Energy shall conform to the warranties provided by the

relevant Partner. In no case shall Hello Energy be obliged to provide more or more far-reaching guarantees than a Partner provides in a specific situation.

16.2 Client cannot rely on any warranty of Hello Energy if Client has not fulfilled its obligations under the Agreement. The warranty does not revive retroactively.

16.3 Any warranty shall lapse if Client makes or causes to be made any changes, adjustments or other modifications to Services, or if Client, in the opinion of Hello Energy, uses the Service improperly or outside of the normal course of business.

## **Article 17. Miscellaneous**

17.1 Hello Energy may transfer rights and obligations arising from the Agreement to third parties. Client is prohibited to transfer to third parties any rights derived from the Agreement without Hello Energy's prior written consent.

17.2 Electronic communications sent by Hello Energy are considered to be received on the day sent unless Client can prove otherwise.

## **Article 18. Applicable law and competent court**

18.1 The Agreement and the use of the Services is governed by Dutch law.

18.2 Any disputes that may arise between Hello Energy and Client will solely be submitted to the competent court in Rotterdam.

18.3 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly exclude.