

Terms of use

Effective Date: May 5, 2020

PLEASE READ THESE TERMS OF USE CAREFULLY, BECAUSE THEY CREATE A BINDING AGREEMENT BETWEEN YOU (“you” or “User”) AND WALLBOX USA INC. (“Wallbox”), AND THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. BY PURCHASING WALLBOX HARDWARE DIRECTLY FROM WALLBOX OR A WALLBOX-AUTHORIZED RESELLER, DISTRIBUTOR, OR RETAILER; BY USING THE WALLBOX HARDWARE AND EMBEDDED SOFTWARE; BY USING THE WALLBOX WEBSITE OR APP; OR BY USING THE WALLBOX SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

THESE TERMS OF USE CONTAIN A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 19. THE TERMS IN SECTION 19 AFFECT YOUR RIGHTS REGARDING RESOLVING DISPUTES WITH WALLBOX. ACCORDINGLY, YOU SHOULD REVIEW IT CAREFULLY.

IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY RETURN THE HARDWARE FOR A REFUND WITHIN 30 DAYS OF PURCHASE PROVIDED THAT IT IS UNUSED.

Wallbox offers an electronic vehicle charging solution for home and business users with hardware and an online service for control of charging functions of intelligent charging devices that is accessible locally on a network and remotely through the Internet via this website and a mobile application.

1. Definitions.

- a) “Hardware” means the Wallbox hardware, components, and accessories.
- b) “Embedded Software” means embedded software and firmware within the Hardware.
- c) “Website” means the Wallbox website (www.wallbox.com).
- d) “Service” means Wallbox’s online service for control of charging functions of intelligent charging Hardware devices accessible locally on a network and remotely through the Internet via the myWallbox Portal on the Website or Wallbox’s App. Wallbox has a basic version of the Service and a premium version with additional features (the “Premium Service”).
- e) “App” means Wallbox’s mobile application for control of charging functions of intelligent charging Hardware devices.
- f) “myWallbox Portal” means Wallbox’s portal portion of the Website that allows users to control charging functions of intelligent charging Hardware devices and manage general account functions.

2. Scope of the Terms of Use

These Terms of Use (together with all the documents mentioned in them) establish the conditions governing the use of the Wallbox Website, Embedded Software within the Hardware you purchased, the Wallbox Service with information processing facilities supporting control of electronic vehicle charging devices, made available via the myWallbox portal on the Website, the Wallbox App, and any other current or future applications, support or devices through which the Service can be accessed.

3. Users

3.1. The access to certain features of the Service will require the prior registration of the User and the creation of a “myWallbox” account, with the express confirmation of agreement to these Terms of Use. The creation of the account will allow the User to benefit from intelligent data management features according to the Services package chosen from among those offered by Wallbox.

3.2. In the registration procedure, the User must fill the relevant forms of the Website or the App. The data entered by the User must be accurate, true, current and complete, and it is the responsibility of the User to keep such data up to date. The User is responsible for the secrecy of his/her password and is liable for any damage arising from the unauthorized use, access, disclosure or loss thereof. Any use of a User account with the User’s correct user name and password will be considered to have been made by the User holding such account, who shall in any case be liable for this use and access.

3.3. The “myWallbox” account User is entitled to authorize third parties to use the Service via the User’s account, by creating User subaccounts that such third parties can use. Such third parties shall be considered, for all purposes and intents, Users of the Service, and are bound by these Terms of Use. Only the holder of a “myWallbox” master account can create such subaccounts, and in so doing he/she undertakes to inform to all authorized persons of the compliance requirements regarding these Terms of Use, and he/she is solely responsible for the compliance of such Terms of Use by all of them.

3.4. The User shall be liable for the use of the Service he/she makes or anyone makes using his/her user name and password.

3.5. Likewise, the User will comply with these Terms of Use and other notices, rules of use and directions provided by Wallbox to Users.

3.6 If you wish to use the Premium Service, you must pay our-then current service fee for the paid-tier of the Service.

4. Underage Users

4.1. The Website, App, and Service are for adults. Minors can be a User only if he/she only under the authorization and full responsibility, and as a subaccount User, of a parent or legal guardian.

4.2. Wallbox shall not be liable in any case whatsoever of any damages arising from the use of the Service by minors authorized to use the Service by a User.

5. Accessing the Service through the App and Software Licenses

5.1. Wallbox makes an App available to the Users for accessing and using the Service through smartphones, tablets, smart watches and any other type of mobile devices (hereinafter “Mobile Devices”). Android and iOS versions of the App shall be available for download at the applicable app store, which will offer the information about the Service, including description, features and functions of the App and the technical requirements for its installation and use.

5.2. After downloading the App, the User can register and create his/her “myWallbox” account following the directions provided, and this will give him/her access to the features of the Service requiring registration.

5.3 Subject to the terms and conditions of these Terms of Use, Wallbox hereby grants you a limited non-exclusive license to use the Embedded Software on the Hardware and to use the App on each of your Mobile Devices onto which you have downloaded it.

5.4 You shall not use or copy the Embedded Software or App for purposes other than those permitted in Section 5.3. You shall not sell, rent, lease, or sublicense the Embedded Software App. You shall not transfer the Embedded Software except as part of a transfer of the Hardware itself. You shall not transfer the App. You shall not decompile, disassemble, reverse engineer, modify, or create a derivative work of the Embedded Software or the App. You have no right to inspect, possess, use, copy, or attempt to discover the source code (or any portion thereof) used to create the Embedded Software or App (“Source Code”), except to the extent that you are expressly permitted to decompile the Embedded Software or App under applicable law and you notify Wallbox of your intention to decompile the Embedded Software or App and your reason to do so.

5.5 Manuals and documentation for the Hardware will be provided online. A copy may be printed and duplicated for Your internal use as long as you maintain and do not remove from any copies any proprietary notices included on the online manual and documentation.

6. Features of the Service

6.1. Through the Service, Users can use the Service via any of the Mobile Devices for which Wallbox offers the App. The Hardware is designed to collect data and information aimed to optimize the management of the electric charging by the Users of the Service, but only Users registered pursuant to these Terms of Use may make use of the Service and Wallbox’s intelligent charging management system.

6.2. In order to improve the Service and Hardware, Wallbox may unilaterally change at any time and without notice any component and/or element of the Hardware, Embedded Software, Website, myWallbox Portal, App, Service, or their operation, or technical and use conditions. Likewise, Users, in order to improve the Hardware, Website, App, or Service, may suggest to Wallbox any changes that they deem useful, as well as to obtain any additional

information or solve their doubts, complaints or suggestions, by contacting Wallbox at the email address in the header of these Terms of Use. Nonetheless, Wallbox's acceptance of suggestions does not imply any obligation for Wallbox. Moreover, if a User provides any ideas, suggestions or recommendations to Wallbox ("Feedback"), Wallbox shall have a perpetual worldwide license to copy, retain, use and incorporate such Feedback in its services or products, without payment of royalties or other consideration to the User.

7. Use of the Service

7.1. The Users undertake not to use the Service for purposes that are illegal, in violation of these Terms of Use, damaging to the interests of third parties or Wallbox, or that can damage or impair in any way whatsoever Wallbox's reputation, or prevent the normal use or enjoyment of the Service.

7.2. The User can only use the Service for personal or internal business purposes and within the scope set forth in these Terms of Use. The User shall not carry out any activity that can damage the Service and/or its operation or development.

7.3. In addition to the above, and particularly but not limited to it, the User shall refrain from using the Service to:

- a) Upload or transmit to Wallbox any user content or engage in conduct on the Website, using the App, or with the Service constituting a breach of, or threat to, the security of the Hardware, Website, myWallbox Portal, the App, or the Service, including but not limited to any electronic information containing software designed to damage or disrupt a system, such as a virus, worm, or Trojan Horse.
- b) Obtain or attempt to obtain unauthorized access to anyone else's account.
- c) Use the Hardware, Website, myWallbox Portal, the App, or the Service to violate applicable laws; this agreement is void where prohibited.
- c) Use, copy, or republish the Website or its content, or make the Embedded Software, App, or Service available to third parties, for commercial purposes
- d) Harass or disturb third parties and/or violate their privacy;
- e) Impersonate the identity of other users or third parties; ;
- f) Spy on other users or third parties;
- g) Inform third parties of the location of other users;
- h) Damage the reputation, image and good name of other users or third parties; or
- i) Promote products, services or activities of his/her own or third parties for advertising or marketing purposes.

7.4. You agree to indemnify Wallbox and any parent, subsidiary, or affiliate of Wallbox, as well as any of their respective officers, directors, members, employees. or agents against any and

all claims, demands, suits, losses, damages, actions, judgments, or expenses (including reasonable attorneys' fees and costs) arising from or in connection with your violation of any provisions of this Section 7.

7.5 Wallbox reserves the right to block the access of the User or delete the User's account, as well as to take any legal actions as may be appropriate, in the event the User violates the provisions of these Terms of Use.

8. Intellectual and Industrial Property Rights

8.1. The Hardware, Embedded Software, Website, myWallbox Portal, App, and Service, as well as all the components and/or constituent part of the same, including but not limited to, devices, technologies, source code, designs, text, trademarks, logos, videos, and images, are protected by intellectual property laws and rights. Wallbox and its licensors are the owners of the relevant intellectual and industrial property rights in the same and/or have obtained for their use the relevant authorizations or permits from the third parties that are the owners thereof. Thus, Users shall take no actions to violate the intellectual property rights of Wallbox or its licensors or to challenge, oppose, or interfere with any applications by Wallbox or its licensors for intellectual property protection in any of the same.

8.2. The User must not circumvent any measure or device implemented to protect the intellectual property rights of the Hardware, Embedded Software, Website, myWallbox Portal, App, Service and/or any of their components and/or elements.

9. Privacy Policy

9.1. All the personal data collected upon the registration of the User and/or during the use of the Website, App, or Service is subject to [Wallbox's Privacy Policy](#), which is incorporated by reference herein. The User expressly consents to the processing of his/her personal data for the collection and use of personal data for the purposes described in the Privacy Policy. If you request that we delete all of your personal data, your request will terminate your account and the agreement between you and Wallbox.

9.2. Upon the termination of your "myWallbox" account, we will delete all of your personal data without further notice, unless you expressly authorize retention of personal data for the purpose of sending marketing, promotional and/or advertising communications.

10. Amendments

Wallbox may, from time to time, amend the Terms of Use by posting a new version to the Website. It is the responsibility of the User to regularly check for amendments to the Terms of Use. Your continued use of the Hardware, Embedded Software, Service, Website, or App after posting of the new Terms of Use constitutes your acceptance of the changes to the Terms of Use. If You do not agree to changes to the Terms of Use, you must cancel your account and discontinue use of the Hardware, Embedded Software, Service, Website, and App.

11. Sending Confidential Information through the Service

Any information sent by the User through the Service shall be treated as confidential information. That notwithstanding, Wallbox is entitled to delete such information if it is deemed offensive or inappropriate, as well as respond to administrative or judicial process and allow competent authorities to access such information whether required, provided such access complies with applicable law.

12. Technological Limitations

From time to time, Wallbox maintains the Service and must temporarily interrupt availability of the Service for maintenance. In addition, you acknowledge that, in addition to the aforesaid interruptions, there are many elements that can affect the operation of the Service beyond Wallbox's control, such as, but not limited to, Internet or other network outages, environmental conditions, network overload, loss of connectivity, actions of third parties' software, etc. Wallbox is not responsible for the unavailability of the Service due to these events.

13. Limited Warranty, Disclaimers, and Limitations of Liability

13.1. Wallbox is not liable for decisions taken by the Users as a result of the information offered by the Service, regardless of its origin, nor for the damage caused to the Users or third parties by the use of the Service.

13.2. Wallbox is not liable either for the speed, browsing quality and use of and access to the Service by the User, which depends from the technical conditions contracted by the User with its access provider. Therefore, Wallbox shall not be liable for the unavailability, suspension or cancellation of the access to the Service due to general connectivity issues regarding the Internet or connection issues in the local network used to access the Service and disruptions due to third parties. Wallbox is not liable either for the continuity and availability of the Service when it cannot be guaranteed for reasons beyond Wallbox's control.

13.3 Wallbox warrants to you, while you have a registered account with it, that the Website, App, and Service perform in accordance with published specifications on the Website.

13.4 EXCEPT AS WARRANTED IN SECTION 13.3, THE SERVICE, THE WEBSITE, THE MYWALLBOX PORTAL, AND THE APP ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WALLBOX AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ARE RESPONSIBLE FOR DETERMINING THAT THE SERVICE, THE WEBSITE, THE MYWALLBOX PORTAL, AND THE APP MEET YOUR REQUIREMENTS, AND HAVE THE QUALITY THAT YOU NEED, AND WALLBOX DISCLAIMS ANY SUCH RESPONSIBILITY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

13.5 THE HARDWARE, INCLUDING THE EMBEDDED SOFTWARE IN IT, IS SUBJECT TO A STATEMENT OF WARRANTY PROVIDED TO YOU WITH THE PURCHASE OF THE HARDWARE, WHICH IS INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH. YOU ACKNOWLEDGE THAT THE STATEMENT OF WARRANTY'S DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY APPLY TO YOUR USE OF THE HARDWARE.

14. Limitation of Liability

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL WALLBOX OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF WALLBOX OR ONE OF ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL WALLBOX'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THESE TERMS OF USE, THE HARDWARE, THE EMBEDDED SOFTWARE, THE SERVICE, THE WEBSITE, THE MYWALLBOX PORTAL, OR THE APP, WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, OR OTHERWISE, EXCEED THE GREATER OF (a) \$500 OR (b) THE AMOUNT YOU PAID OR MUST PAY HEREUNDER FOR THE PRECEDING 12-MONTH PERIOD. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF DAMAGES SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

15. Term and Termination

15.1. These Terms of Use will be in force as long as the User keeps his/her "myWallbox" active and/or make use of the Service. After this agreement is no longer in force, you must discontinue use of the myWallbox Portal, the App, and the Service, and Wallbox is entitled to delete your account information.

15.2 If your account has been inactive for over 12 months, Wallbox is entitled to terminate your account and its agreement with you by notifying you at your last known email address.

15.3 If you materially breach, default, or fail to comply with any term or provision of these Terms of Use, Wallbox shall have the right to terminate its agreement with you under these Terms of Use by notifying you at your last known email address.

15.4 The provisions of Sections 5.4, 7, 8, 9, 13.1, 13.2, 13.4, 13.5, 14, 15, 16, 17, 19, and 20 shall survive the termination of the agreement between the parties embodied in these Terms of Use.

16. Written Communications

By accepting these Terms of Use, the User accepts that most of the communications with Wallbox will be electronic. Wallbox will contact the User by electronic mail or by displaying notices in the Service. The User accepts the use of these electronic means of communication

and acknowledges that any notice, information and other communications electronically sent by Wallbox comply with any statutory or other legal requirement of being in writing.

17. Applicable Law

These Terms of Use shall be governed by the internal laws of the State of California, USA without giving effect to its conflicts of laws principles. These Terms of Use shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

18. Support

18.1. If the User wants to contact with the customer service for assistance, he/she can use the following means:

Electronic mail

Sending an electronic mail to the address service.na@wallbox.com.

Postal mail

Sending mail to Wallbox USA Inc., 800 West El Camino Real, Suite 180, Mountain View, CA 94040.

19. Dispute Resolution

ANY CONTROVERSIES, DISPUTES, AND CLAIMS (collectively, "Claims") ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE HARDWARE, THE EMBEDDED SOFTWARE, THE WEBSITE, THE MYWALLBOX PORTAL, THE APP, AND/OR THE SERVICE SHALL BE SETTLED BY BINDING ARBITRATION, WHICH SHALL BE THE SOLE AND EXCLUSIVE FORUM FOR ADJUDICATING ANY SUCH CLAIMS. Arbitration will be administered by JAMS, Inc. pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules") by a single arbitrator appointed in accordance with the Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Santa Clara County, California U.S.A. The language of the arbitration shall be English. Nothing in this Agreement shall be construed to preclude Wallbox from seeking injunctive relief, damages, or other relief based on a breach of Section 7, or an infringement of Wallbox's intellectual property rights. The parties irrevocably consent to the jurisdiction of the federal and state courts located in Santa Clara County, California for the purpose of resolving any action at law or in equity not subject to arbitration arising out of or relating to these Terms of Use, or brought by Wallbox under the previous sentence. To the maximum extent permitted by applicable law, no arbitration or claim under these Terms of Use by a User shall be joined with any other arbitration or claim, including that of another User, and no class arbitration proceedings shall occur, and you waive any rights to class arbitration. You must bring any claim, action, or proceeding against Wallbox no later than two (2) years after the claim or cause of action arose.

20. Miscellaneous

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The Terms of Use constitute the entire agreement and understanding between Wallbox and you and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Except as set forth in Section 10, no amendment, modification, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by you and an authorized representative of Wallbox. The unenforceability of any provision or provisions of these Terms of Use shall not render unenforceable or impair its remainder. If any provision of these Terms of Use is deemed invalid or unenforceable in whole or in part, the Terms of Use shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render them valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. The headings in these Terms of Use are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of the Terms of Use. Wallbox may assign its rights under these Terms of Use to any successor in interest. You may not assign your rights or obligations under the Terms of Use without Wallbox's advance written permission. These Terms of Use will be binding upon, and inure to the benefit of Wallbox, and its successors and assigns, and you and your permitted heirs, representatives, successors, and assigns.