

EMSP Consent Framework

Last updated: January 28, 2026

If the Customer uses Nayax's EV Charging Station Management System ("CSMS"), known as Nayax Energy Core, and requests integration with Electric Mobility Service Providers ("EMSPs"), the Customer hereby expressly acknowledges and consents to the following provisions, which governs how Nayax may share Customer's charging station data with EMSPs:

Interoperability with EMSP Services.

1. For purposes of this Framework: "**Charging Station Data**" means charging station location information, real-time availability status, and pricing information.
2. If the Customer requests Nayax to share the Customer's Charging Station Data with EMSPs, the Customer hereby grants Nayax explicit and unconditional consent to share such Charging Station Data with any EMSPs at Nayax's sole discretion, without requiring additional consent or notification for each individual EMSP relationship.
3. The Customer authorizes Nayax to:
 - 3.1. Disclose and share Charging Station Data with any EMSP;
 - 3.2. Grant to EMSPs and their affiliates a limited, non-exclusive, non-transferable, sublicensable license to access, use, publicly perform, publicly display, distribute, modify, and create derivative works of the Charging Station Data for commercial purposes, including creating and distributing software applications and websites that contain and display such data, enabling users to view and monitor charging activity, and reproducing, reselling, sublicensing, and distributing such data;
 - 3.3. Allow EMSPs to continue using the Charging Station Data and any permitted derivative works even after the termination or expiration of this Agreement, as it may be technically infeasible to recall or recapture data once distributed to third parties.
4. The Customer acknowledges and consents that its charging stations may be displayed as part of the "Nayax Network" or under Nayax branding within EMSP interfaces without specific identification of the Customer as the individual CPO.
5. The Customer acknowledges that certain specific elements of the Charging Station Data, are owned by and belong to the Customer as the operator of the charging stations. The Customer agrees that EMSPs shall be fully responsible for all use, distribution, modifications, and retention of such Charging Station Data, including after termination of any agreement between Nayax and the EMSP.
6. Nayax shall not be a party to any engagement between the Customer and any EMSP. Nayax makes no representation with respect to any EMSP and shall have no liability in connection with the operations of such EMSP and its integration with the Nayax Services and Products.