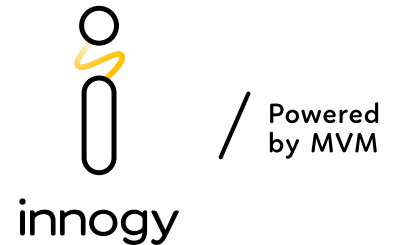


# TERMS AND CONDITIONS

## ONE-TIME CHARGING OF ELECTRIC CAR BATTERIE AT PARTNER CHARGING STATIONS

innogy Energo, s.r.o., Registered office: Limuzská 3135/12, 100 00 Prague 10, Business ID: 25115171, TIN: CZ25115171, Registered under Reg. No. C 50971 in the Commercial Register maintained by the Prague Municipal Court  
Represented by: Jiří Šimek, Chairman of the Executive Directors, and Jiří Kudrnáč, Executive Director  
Bank: Československá obchodní banka, a.s., Account No. 317207843/0300, E-mail: emobilita@innogy.cz

(Hereinafter referred to as the "Provider")



### I. Preamble

#### 1. Subject Matter

These Terms of Services for One-Time Charging of Electric Car Batteries at Partner Charging Stations (hereinafter referred to as the "Terms of Service") lay down in detail the rights and duties originating between the Provider and natural or legal persons using the One-Time Battery Charging Service (hereinafter referred to as the "User").

These Terms of Service are also available on the Provider's website at [emobilita.innogy.cz](http://emobilita.innogy.cz).

#### 2. Definitions

- a) **One-Time Charging of Electric Car Batteries at Partner Charging Stations** means a service consisting of a process allowing the User to recharge a battery intended to drive an electric vehicle or so-called plug-in hybrid vehicle, using electric power from a device having technical properties for this purpose (hereinafter referred to as the "**One-Time Charging Service**").
- b) **Application** means a user interface for devices connected to the Internet (personal computer, mobile telephone, tablet, etc.) provided by means of access to the service website via an Internet browser or application for the iOS and Android operating systems; the Application is available for downloading and installing on Google Play for Android and in the App Store for iOS. The use of the Application is free of charge.
- c) **Partner Charging Station** means a facility allowing the charging of an electric car battery, subject to the definition laid down in Act No. 311/2006 Coll., Act on Fuels and Fueling Stations and on Amendment to Certain Related Acts (Act on Fuels), operated by a Partner. A list of the Provider's charging stations, including Partner Charging Stations, and including a description of the interface for electric car charging, is available in the Application or on the Provider's website.
- d) **Price of Charge** means the price for a one-time charge set by the Partner and specified in details of the Partner Charging Station in the Application. The Price of Charge and its structure may be changed by the Partner, for every Partner Charging Station separately.
- e) **Payment** means payment made by the User for the One-Time Charging Service. Payment is remitted in a cashless manner through the Application by means of a payment card issued by a bank. A Payment for the One-Time Charging Service is credited to the Partner's account. The payment card must be configured to permit remitting payments over the Internet. The payment gateway is operated by a third party and accepts the following payment cards: MasterCard, Visa, American Express, China UnionPay (CUP); Discover & Diners, and Japan Credit Bureau (JCB). The operator of the payment gateway may change the scope of accepted payment cards and the payment method.
- f) **Civil Code** – Act No. 89/2012 Coll., the Civil Code, as in effect (hereinafter referred to as the "Civil Code").
- g) **Consumer Protection Act** – Act No. 634/1992 Coll. on Consumer Protection, as in effect (hereinafter referred to as "CPA").
- h) **VAT Act** – Act No. 235/2015 Coll. on Value Added Tax, as in effect.
- i) **Partner** means the operator of a Partner Charging Station included in the innogy Charge Application.
- j) **Provider** means the operator of the innogy Charge Application who provides the User with charging-related services at Partner Charging Stations.

### II. Terms of Service for One-Time Charging of Electric Car Batteries at Partner Charging Stations

#### 1. Use of the One-Time Charging Service

- a) To use the One-Time Charging Service, the User must log into the Application and proceed strictly in accordance with provided instructions, particularly enter information required for one-time charging.
- b) If the User fails to enter the required information, the Application cannot be launched, and the delivery of the One-Time Charging Service cannot begin.
- c) The User must grant consent to these Terms of Service through the Application.
- d) The delivery of the One-Time Charging Service begins upon the activation of charging in the Application, following the entry of personal and payment information required for launching the charging service, the selection of the applicable Partner Charging Station and connector, and the actual connection of an electric vehicle to the Partner Charging Station.
- e) The User is informed of the charging status via the Application.
- f) The Provider bears no liability for cables and connectors used by the User for charging purposes that are not connected in a permanent manner to the Partner Charging Station. Likewise, the Provider bears no liability for the loss or theft thereof. Cables and connectors used by the User must be compliant with technical standards and safety regulations.
- g) The Provider reserves the right to reduce the availability of the One-Time Charging Service at Partner Charging Stations, particularly due to technical reasons.
- h) The Provider bears no liability for indirect costs incurred by the User in connection with technical defects in a Partner Charging Station.

### III. Billing and Payment Terms

#### 1. Billing

- a) After the charging of an electric car is completed, the Provider issues a simplified electronic invoice for the One-Time Charging Service.
- b) The invoice is sent to the e-mail address entered by the User into the Application.
- c) Invoices are issued in accordance with the Civil Code. Invoices are compliant with requirements laid down in the VAT Act.
- d) The User is informed of the Price of Charge via the Application before charging begins.

#### 2. Remittance of Payment

- a) The payment for using the One-Time Charging Service must be remitted by means of a payment card.
- b) The Provider does not have access to the User's payment card data, and neither stores nor processes such data.

#### **IV. Personal Data Protection**

- a) Information on the processing of personal data pertaining to the User of the Service of One-Time Charging of Electric Car Batteries at Charging Stations is available online at <https://energo.innogy.cz/pravidla-uziti-webu-a-ochrana-osobnich-udaju>. Personal data are processed in accordance with Act No. 110/2019 Coll. on the Processing of Personal Data, as in effect, Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and Act No. 480/2004 Coll. on Certain Information Society Services, as in effect, including the scope and purposes of processing, rights and duties of the User and the Provider, and an up-to-date list of processors of personal data.
- b) The controller of the User's personal data is the Provider.

#### **V. Closing Provisions and Amendments to the Terms of Service**

##### **1. Contact Information**

Provider's contact information for communication purposes:

innogy Energo, s.r.o.

Address: Limuzská 3135/12, 100 00 Prague 10

E-mail: [emobilita@innogy.cz](mailto:emobilita@innogy.cz)

Telephone – Operations Center: 267 971 020

##### **2. Electronic Communication**

Communication concerning the One-Time Charging Service is carried out by remote communication means, the Internet in particular. The User acknowledges that costs incurred in the use of remote communication means are borne by the User in accordance with the price list of the User's provider of electronic communication services.

##### **3. Amendments to the Terms of Service**

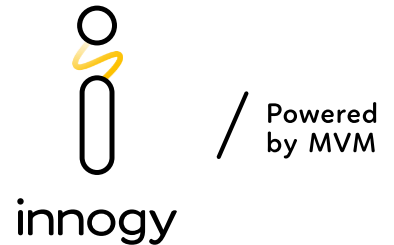
- a) The Provider has the right to amend the Terms of Service commensurately if doing so is necessary due to changes in laws and regulations, conditions on the energy market, the interpretation and decision-making practice of relevant government authorities and EU bodies, technology-, operation-, and/or organization-related changes within innogy companies, or for the purpose of optimizing the legal arrangement in a mutually balanced manner.
- b) A notice to the foregoing effect must be published at least 30 (thirty) days before the time at which the new Terms of Service are to come into force, through the Provider's website and, where applicable, using another suitable method. The notice must indicate the date as of which the change is to take effect.
- c) Any and all legal issues arising based on these Terms of Service are subject to the law of the Czech Republic.

##### **4. Effective Date**

These Terms of Service are published on 1 June 2024 and enter into effect and into force as of 1 July 2024.

# TERMS AND CONDITIONS

## CHARGING OF ELECTRIC CAR BATTERIES AT PARTNER CHARGING STATIONS



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(Hereinafter referred to as the "Provider")

### I. Preamble

#### 1. Subject Matter

These Terms of Services for Charging of Electric Car Batteries at Partner Charging Stations (hereinafter referred to as the "Terms of Service") lay down in detail the rights and duties originating between the Provider and natural or legal persons using the Battery Charging Service (hereinafter referred to as the "User").

These Terms of Service are also available on the Provider's website at [emobilita.innogy.cz](https://emobilita.innogy.cz).

#### 2. Definitions

- a) **Charging of Electric Car Batteries at Partner Charging Stations** means a service consisting of a process allowing the User to recharge a battery intended to drive an electric vehicle or so-called plug-in hybrid vehicle, using electric power from a device having technical properties for this purpose (hereinafter referred to as the "Charging Service").
- b) **Application** means a user interface for devices connected to the Internet (personal computer, mobile telephone, tablet, etc.) provided by means of access to the service website via an Internet browser or application for the iOS and Android operating systems; the Application is available for downloading and installing on Google Play for Android and in the App Store for iOS. The use of the Application is free of charge.
- c) **Partner Charging Station** means a facility allowing the charging of an electric car battery, subject to the definition laid down in Act No. 311/2006 Coll., Act on Fuels and Fueling Stations and on Amendment to Certain Related Acts (Act on Fuels), operated by a Partner. A list of the Provider's charging stations, including Partner Charging Stations, and including a description of the interface for electric car charging, is available in the Application or on the Provider's website.
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- e) **Payment** means payment made by the User for the Charging Service. Payment is remitted in a cashless manner through the Application by means of a payment card issued by a bank. A Payment for the Charging Service is credited to the Partner's account. The payment card must be configured to permit remitting payments over the Internet. The payment gateway is operated by a third party and accepts the following payment cards: MasterCard, Visa, American Express, China UnionPay (CUP); Discover & Diners, and Japan Credit Bureau (JCB). The operator of the payment gateway may change the scope of accepted payment cards and the payment method.
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- i) **Partner** means the operator of a Partner Charging Station included in the innogy Charge Application.
- j) **Provider** means the operator of the innogy Charge Application who provides the User with charging-related services at Partner Charging Stations.

### II. Terms of Service for Charging of Electric Car Batteries at Charging Stations

#### 1. Use of the Charging Service

- a) To use the Charging Service, the User must log into the Application and proceed strictly in accordance with provided instructions, particularly enter information required for one-time charging.
- b) If the User fails to enter the required information, the Application cannot be launched, and the delivery of the Charging Service cannot begin.
- c) The User must grant consent to these Terms of Service through the Application.
- d) The delivery of the Charging Service begins upon the activation of charging in the Application, following the entry of personal and payment information required for launching the charging service, the selection of the applicable Partner Charging Station and connector, and the actual connection of an electric vehicle to the Partner Charging Station.
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- f) The Provider bears no liability for cables and connectors used by the User for charging purposes that are not connected in a permanent manner to the Partner Charging Station. Likewise, the Provider bears no liability for the loss or theft thereof. Cables and connectors used by the User must be compliant with technical standards and safety regulations.
- g) The Provider reserves the right to reduce the availability of the Charging Service at Partner Charging Stations, particularly due to technical reasons.
- h) The Provider bears no liability for indirect costs incurred by the User in connection with technical defects in a Partner Charging Station.

### III. Billing and Payment Terms and Complaints

#### 1. Billing

- e) After the charging of an electric car is completed, the Provider issues a simplified electronic invoice for the Charging Service.
- f) The invoice is sent to the e-mail address entered by the User into the Application.
- g) Invoices are issued in accordance with the Civil Code. Invoices are compliant with requirements laid down in the VAT Act.
- h) The User is informed of the Price of Charge via the Application before charging begins.

## 2. Remittance of Payment

- c) The payment for using the Charging Service must be remitted by means of a payment card.
- d) The Provider does not have access to the User's payment card data, and neither stores nor processes such data.

## IV. Personal Data Protection

- c) Information on the processing of personal data pertaining to the User of the Service of One-Time Charging of Electric Car Batteries at Charging Stations is available online at <https://energo.innogy.cz/pravidla-uziti-webu-a-ochrana-osobnich-udaju>. Personal data are processed in accordance with Act No. 110/2019 Coll. on the Processing of Personal Data, as in effect, Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and Act No. 480/2004 Coll. on Certain Information Society Services, as in effect, including the scope and purposes of processing, rights and duties of the User and the Provider, and an up-to-date list of processors of personal data.
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Address: Limuzská 3135/12, 100 00 Prague 10

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Telephone – Operations Center: 267 971 020

### 2. Electronic Communication

Communication concerning the Charging Service is carried out by remote communication means, the Internet in particular. The User acknowledges that costs incurred in the use of remote communication means are borne by the User in accordance with the price list of the User's provider of electronic communication services.

### 3. Amendments to the Terms of Service

- d) The Provider has the right to amend the Terms of Service commensurately if doing so is necessary due to changes in laws and regulations, conditions on the energy market, the interpretation and decision-making practice of relevant government authorities and EU bodies, technology-, operation-, and/or organization-related changes within innogy companies, or for the purpose of optimizing the legal arrangement in a mutually balanced manner.
- e) A notice to the foregoing effect must be published at least 30 (thirty) days before the time at which the new Terms of Service are to come into force, through the Provider's website and, where applicable, using another suitable method. The notice must indicate the date as of which the change is to take effect.
- f) Any and all legal issues arising based on these Terms of Service are subject to the law of the Czech Republic.

### 4. Language Versions

These Terms of Service are published in Czech and English versions. In the event of a discrepancy between the Czech and English versions, the Czech version takes precedence.

### 5. Effective Date

These Terms of Service are published on 1 June 2024 and enter into effect and into force as of 1 July 2024.