

TERMS OF SERVICE FOR ONE-TIME CHARGING OF ELECTRIC CAR BATTERIES AT CHARGING STATIONS

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innogy Energo, s.r.o., Registered office: Limuzská 3135/12, 108 00 Prague 10, ID number (IČ): 25115171,
Tax ID (DIČ): CZ25115171, Registered in the Commercial Register of the Municipal Court in Prague, file no. C 50971
Represented by: Zdeněk Kaplan, Chairman of the Managing Directors and Jiří Šimek, Executive Director
Bank Details: Československá obchodní banka, a.s., Account No.: 217597223/300, E-mail: emobilita@innogy.cz

(Hereinafter referred to as the "Provider")



I. Preamble

1. Subject

These Terms of Services for One-Time Charging of Electric Car Batteries at 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 available on the Provider's website at emobilita.innogy.cz and the www.innogyemobilita.cz.

2. Definitions

- a) **One-Time Charging of Electric Car Batteries at Charging Stations** means a service consisting of a process allowing the User to recharge a battery intended to drive an electric car or a so-called plug-in hybrid vehicle using electric power from a device having the technical properties for this purpose (hereinafter referred to as the "**One-Time Charging Service**").
- b) **Application** is a user software interface for devices connected to the Internet (portable computer, mobile telephone, tablet, etc.) provided by way of access to the service website at <https://charging.innogy.cz>. The use of and access to the Provider's website is free of charge.
- c) **Charging station** means a facility allowing the charging of an electric car battery as per 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 the Provider. A list of Charging Stations, including a description of the interface for electric car charging, is available in the Application or on the Provider's website.
- d) **Price of charging** means the price for one-time charging of an electric car at a Charging Station. The price in effect for one-time charging, including the price structure, is specified in the Application and in the Price List posted on the Provider's website at emobilita.innogy.cz and at www.innogyemobilita.cz.
- 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. 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 selection 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 the "CPA").
- h) **VAT Act** – Act No. 235/2015 Coll. on Value Added Tax, as in effect.

II. Terms of Service for One-Time Charging of Electric Car Batteries at 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 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 the charging process in the Application, following the entry of personal and payment information required for launching the charging service, the selection of the applicable Charging Station and connector, and the physical connection of an electric car to the Charging Station.
- e) The User is informed of the charging status by means of an e-mail message delivered to the e-mail address entered into the Application.
- f) The Provider bears no liability for cables and connectors used by the User for charging purposes, which are not connected in a permanent manner to the 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 Charging Stations, particularly due to technical reasons.
- h) The Provider has the right to change to location of Charging Stations.

III. Billing and Payment Terms and Complaints

1. Billing

- a) After the charging of an electric car is completed, the Provider issues a simplified electronic invoice.
- 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 Provider has the right to change the Price for charging and its structure for every Charging Station individually.
- e) The User is informed of the Price for charging prior to the beginning of charging through the Application or on the website referred to in Article 1(2)(d) of these Terms of Service.

2. Remittance of Payment

- a) The payment for using the One-Time Charging Service is remitted exclusively by means of a payment card.
- b) The Provider does not have access to the User's payment card data, and does not store or process such data.
- c) The final amount for charging will be deducted according to the actual consumption. It can therefore be higher than the amount originally blocked.

3. Complaints

- a) To file a complaint concerning the One-Time Charging Service, the User must deliver a notice to that effect in paper or electronic form to the Provider's contact address specified in these Terms of Service.
- b) Complaints concerning the One-Time Charging Service are subject to laws of general application.

IV. Personal Data Protection

- a) Information on the processing of personal data pertaining to the User using 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. Miscellaneous 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, 108 00 Prague 10

E-mail: emobilita@innogy.cz

Telephone – Dispatching: 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, subject to prices charged by 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 issued on 15 April 2022 and enter into effect and into force on 15 April 2022.

TERMS AND CONDITIONS

THE SERVICES OF RECHARGING ELECTRIC CAR BATTERIES AT CHARGING STATIONS

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(the "Provider")



I. General Provisions

1. Subject

These Terms and Conditions of the services of recharging electric car batteries at charging stations (the "Terms and Conditions") regulate in more detail the rights and obligations arising between the Provider and natural or legal persons using the Terms and Conditions service (the "User").

These Terms and Conditions are also available on the Provider's website emobilita.innogy.cz or on www.innogyemobilita.cz and the **innogy eMobilita** charging application.

2. Definition of Terms

- a) The **service of recharging electric vehicle car batteries at charging stations** is a process enabling the User to repeatedly recharge the battery intended for the propulsion of an electric vehicle or a plug-in hybrid vehicle with power from a device that is technically equipped for this purpose ("**SR**").
- b) The **application** is a User Programmatic Interface for Android and iOS devices connected to the internet network. The application is available for download and installation on Google Play for Android and Apple Store for iOS. User registration is required before the first use of the recharging services. The registration is done via e-mail and password and the user's data, billing address and the user's payment card are filled in. The use of the Application is not charged by the Provider.
- c) The **charging station** is a facility enabling the recharging of an electric vehicle battery, subject to the definition of Act No. 311/2006 Coll., the Act on Fuel and Fuel Stations and on Amendments to Certain Related Acts (the Fuel Act), operated by the Provider. A list of charging stations including a description of the interface for charging the electric vehicle is available in the Application or on the Provider's website.
- d) **The charging price** is the price of charging the electric car at the charging station. The valid price for recharging and its structure is specified in the Application and in the Price List on the Provider's website emobilita.innogy.cz or on www.innogyemobilita.cz. The Provider archives the Pricelists.
- e) The **payment** is the payment for the SR made by the User after the recharging. Payment is made online with a payment card issued by a bank that is registered in the Application. The payment card must be enabled for online payments. The payment gateway is operated by a third party and accepts the following payment cards: Mastercard, Visa, American Express, China UnionPay (CUP); Discover & Diners, Japan Credit Bureau (JCB). The payment gateway operator may change the range of cards accepted and of the methods of payment. After the payment is made, the User receives information about the recharge including the price. A summary tax receipt for recharging will be issued on the 1st, 8th, 16th and 24th day of the month and will be available in the Application or delivered by e-mail where the User opted for such a delivery method.
- f) **Civil Code** – Act No. 89/2012 Coll., the Civil Code, as amended (the "CC").
- g) **Consumer Protection Act** – Act No. 634/1992 Coll., on Consumer Protection, as amended (the "CPA").
- h) **Act on VAT** – Act No. 235/2015 Coll., on Value Added Tax, as amended.

II. Terms and Conditions for Providing the Services of Recharging Electric Car Batteries at Charging Stations

1. Using the Recharging Services

- a) In order to use the recharging services, the User must enter the Application and follow the instructions exactly, in particular, to fill in the required data.
- b) If the User fails to fill in the necessary data, the Application will not start and the provision of recharging services cannot be commenced.
- c) The User agrees to these Terms and Conditions in the Application.
- d) To start charging, the User selects the appropriate Charging Station in the Application and connects its connector to the electric vehicle.
- e) The user is informed about the recharge statuses in the Application.
- f) The Provider is not responsible for cables and connectors used by the User for charging not firmly connected to the Charging Station, and the Provider is not responsible for their loss or theft. The cables and connectors used by the User must comply with technical and safety regulations.
- g) The Provider reserves the right to make recharging services unavailable at the Charging Stations, especially for technical reasons.
- h) The Provider is entitled to change the location of the Charging Stations. The current location of the Charging Stations is available in the Application.

III. Billing, Terms of Payment and Complaints

1. Billing

- a) After the electric car has been charged, the amount for the recharge will be automatically paid from the payment card registered in the Application and currently used for the recharge. An overview of recharging is available in the Application.
- b) A summary tax receipt for recharging will be issued until 48 hours after successful charging and will be available in the Application or delivered by e-mail where the User opted for such a delivery method.
- c) Tax documents are issued in accordance with the Civil Code and the requirements of the tax document meet the conditions of the VAT Act.



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- d) The Provider is entitled to change the Recharge Price and its structure, even for each Recharge Station separately.
- e) The User shall be informed of the price for recharging before starting recharging in the Application or on the website pursuant to Article 1, paragraph 2, point d) of these Terms and Conditions.

2. Fulfilling the Payment Obligation

- a) Payment for the use of recharging services is made solely through the payment cards registered in the Application.
- b) The Provider does not have access to the User's payment card data and does not store or process such data.
- c) If the balance on the payment card registered in the Application is lower than the final price for the recharge made, the recharge service will be blocked until the amount due is paid. The User will be informed of this fact in the Application.

3. Complaints

- a) To make a complaint concerning the recharging services, the User shall deliver the complaint to the Provider's contact address specified in these Terms and Conditions or in the Application, either in writing or electronically.
- b) Recharging services complaints are governed by generally applicable regulations.

IV. Personal Data Protection

- a) Information on the processing of personal data of the users of the service of recharging electric car batteries at charging stations has been published on the website <https://energo.innogy.cz/pravidla-uziti-webu-a-ochrana-osobnich-udaju>. The data is processed in accordance with the provisions of Act No. 110/2019 Coll., on the processing of personal data, as amended, Regulation (EU) 2016/679 of the European Parliament and of the Council 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 and Act No. 480/2004 Coll., on certain information society services (as amended), including their scope and purposes of the processing, an overview of the rights and obligations of the user and the trader and an updated list of personal data processors.
- b) The Provider is the controller of the User's personal data.

V. Final Provisions and Changes to the Terms and Conditions

1. Contact Details

The Provider's contact details for communication are:
Innogy Energo, s.r.o.
Address: Limuzská 3135/12, 108 00 Prague 10
E-mail: emobilita@innogy.cz
Telephone – Operational Dispatch Centre: 267 971 020

2. Electronic Communication

For the recharging services, means of remote communication, especially the Internet, are used. The User acknowledges that the costs incurred by using means of distance communication are borne by the User according to the price list of his/her electronic communications service provider.

3. Changes to Terms and Conditions

- a) The Provider has the right to change the Terms and Conditions in an adequate scope should such need arise by reason of changes in legislation, energy market conditions, interpretation and decision-making practice of the relevant governmental and EU bodies, technological, operating and/or organizational changes at the innogy companies or for the purpose of bilaterally balanced optimization of legal relations.
- b) The Provider shall publish the change notice at least thirty (30) days before the time when the new Terms and Conditions are to take effect, through the Application, its website or other appropriate means. The date on which the change is to take place must be determined in the notice.
- c) If the User does not agree with the new Terms and Conditions, the User is entitled to remove his/her user profile from the Application. If the User fails to do so, it shall be deemed that he/she has accepted the new wording of the Terms and Conditions and in such a case the User undertakes to comply with them.
- d) All the legal relations arising under these Terms and Conditions are governed by the laws of the Czech Republic.

4. Language Versions

These Terms and Conditions have been published in Czech and English language versions. In the event of a conflict between the Czech and English versions, the Czech version takes precedence.

5. Validity of the Terms and Conditions

These Terms and Conditions are valid from 1 March 2023.