

TERMS AND CONDITIONS

THE SERVICES OF RECHARGING 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: Ing. Zdeněk Kaplan, Chairman of the Managing Directors and Mag. Jiří Šimek, Managing Director, Bank Details: Československá obchodní banka, a.s., Account No: 217597223/300, E-mail: emobilita@innogy.cz

(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 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.
- 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 issued on 7 November 2022 and shall come into force and effect on 7 November 2022.