

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, Business ID: 25115171, TIN: CZ25115171, Registered under Reg. No. C 50971 in the Commercial Register maintained by the Prague Municipal Court, Represented by: Zdeněk Kaplan, Chairman of the Executive Directors, and Jiří Šimek, Executive Director, Bank: 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 at 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 do 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.