

## GENERAL TERMS AND CONDITIONS

### Smart Fuel Pass

#### Preamble

The following General Terms and Conditions (hereinafter referred to as "GTC") of **Smart Fuel Pass, s.r.o.**, with registered office at Panenská 13, 811 03 Bratislava, ID No.: 54 445 833, registered in the Commercial Register of the City Court Bratislava III, Section Sro, Insert No. 160014/B or **Smart Fuel Pass s.r.o., odštěpný závod** with its registered office at Příkop 843/4, Zábřdovice, 602 00 Brno, Czech Republic, ID No.: 172 00 369, registered in the Commercial Register of Regional Court in Brno, Section A, Insert 26922 or **SFP SmartFuelPass GmbH** with its registered office at Am Belvedere 1, A-1100 Wien Postfach 590 (Erste Bank Campus), Austria, ID No.: 610429s, registered in the Magistrat der Stadt Wien, GISA Zahl: 36305414 (hereinafter referred to as "**Smart Fuel Pass**") are drawn up in accordance with Section 273 of the Commercial Code, generally regulate the rights and obligations of Smart Fuel Pass and any other person and form part of the contractual relationship between Smart Fuel Pass and any other person who enters into a legal relationship with the company. The T&C set out the basic rights and obligations of any legal relationship between Smart Fuel Pass and its business partner, and are binding on all parties to that contractual relationship, unless the parties expressly agree otherwise in writing.

#### Article I.

##### Introductory Provisions

Smart Fuel Pass, as the Provider, is a commercial company that provides the provision of electricity charging services as well as other ancillary services through the Smart Fuel Pass System (hereinafter also referred to as the "SFP"), through which a network of various charging stations can be used for E-mobility and mobility purposes, as well as the provision of such stations for the purpose of their use by the Users of the System.

The provision of individual services through the System is provided by the Provider, in accordance with the terms of the contract between the User and the Provider and these GTC, unless otherwise agreed. By any use of the Service, the User agrees to the wording of these GTC and undertakes to comply with them, as the GTC apply to any legal relationship between the User and the Provider. The GTC shall also apply to the legal relationship between the Provider and the Operator, to the extent that they regulate the rights and obligations of the contractual relationship with the Operator and, including the provision of the charging station, its operation and maintenance, the use of the System and the Operator's individual account in the System, etc.

#### Article II.

##### Definitions

1. **Price List** - contains prices and tariffs of fees for the provision of Services to the User by the Provider or another person, if the specific price is not defined in the mobile application of the System (Article V, paragraph 1 of the GTC). The Price List is an integral part of the contractual relationship between the Provider and the User and forms part of the contract with the User and is also available at any time within the mobile application of the System. The Provider is entitled to change and update the Price List at any time. Changes to the Price List shall be valid and effective at the moment of publication of the modified Price List in the mobile application of the System, with a notice from when the Price List is valid, or by sending an updated version of the Price List to the User to the relevant email.
2. **EV / E-mobility vehicle** - is any motor vehicle equipped with and electric powertrain, i.e. a vehicle or means of transport that uses at least one electric motor as an energy converter with a rechargeable electricity storage system that can be externally charged (usually an electro-mobile, hybrid car, single-track vehicle equipped with and electric powertrain, or other similar vehicle with a rechargeable battery).
3. **Credit limit** - is the provision of funds in the form of a financial limit to the User by the Provider, for the purpose of using the Services. For the purpose of granting a credit limit, the User may be required to provide a guarantee provided by his Referral owner, based on a special guarantee agreement concluded between the Provider and the Referral owner.
4. **SFP/System Mobile Application** - means the application through which any User of the Smart Fuel Pass System accesses the System and the individual Services, including his/her System Account. Unless otherwise specified, a User shall access the Services through the System's mobile application. The SFP Mobile App also serves as the authorization means to create an Account on the System, access individualized information, and use the Services, if the nature of the applicable Service requires it. The mobile application can be installed on your terminal device at any time from the domain <https://smartfuelpass.com/> or from the relevant marketplace (Google Play/Apple Store).
5. **Charge Card** - is an individual (RFID) card issued to a specific User, which serves as a means of identification in relation to the User's account in justified cases. The issuance of a Charge Card is subject to a separate fee, as is the issuance of a new Charge Card in the event of its loss (as defined in the current Price List), destruction or damage, and is made upon specific request by the User. The Provider reserves the right not to grant such request for the issue of an RFID card.

6. **Charging Network or Charging Station Network SFP** - is a network of all EV charging stations through which it is possible to charge an E-mobility vehicle using the System. The exact list of charging stations in the network is displayed directly to the mobile application of the System, in the "Maps" zone (within the respective language version).
7. **Charging station (for EVs)** - a publicly accessible charging station provided by the Provider enabling the use of the Services, included in the network of charging stations upon the Operator's request. The current list of Charging Stations in the System shall be published via the SFP Mobile App. From a technical point of view, a Charging Station is a facility consisting of one or more Charging Points that enable the User to charge the battery of an E-mobility Vehicle.
8. **Charging** - is the charging of the E-mobility Vehicle's battery via the Charging Station. Charging may be provided in a number of ways/types within the relevant charging station, such as:
  - **AC charging** - charging of the E-mobility vehicle with AC current at charging stations with outputs up to 22kW, whereby the use of 400V/32A and 230V/16A industrial sockets is also considered as AC charging,
  - **DC charging** - charging an E-mobility vehicle with direct current, with a power not exceeding 50kW,
  - **Ultra charging** - is the charging of an E-mobility vehicle with direct current, with a power exceeding 50kW.
9. **Commercial Code**: applies within individual territories:
  - a) for the territory of the Czech Republic and the Slovak Republic: Slovak Act No. 513/1991 Coll., as amended.
  - b) for the territory of Austria: Austrian Act 946/1811 JGS.
10. **Parking Fee**: a charge for exceeding the time allotted for charging the E-mobility vehicle. The Parking Fee is a separate Service for which the relevant price is applied within the associated Charging Station, if defined in relation to the Charging Station. Payment of the Parking Fee under these GTC does not extinguish the User's obligation, if any, to pay the parking fee (or other related fee) determined by the operator of the car park or area within which the Charging Station is located.
11. **Payment Account UP** - is an account established with the payment institution Ultima Payments a.s., with registered office at Panenská 13, 811 03 Bratislava - Staré Mesto, ID No.: 46 955 208, registered in the Commercial Register of the City Court Bratislava III, Section Sa, File No. 6792/B, as a payment account in the name of the User.
12. **Provider** - is the company Smart Fuel Pass, which provides the provision of Services through the System, i.e. in particular E-mobility vehicle charging services through a network of charging stations, on the basis of a concluded contract.

The Provider shall provide the Services within each territory as follows:

  - a) The territory of the **Czech Republic**: executed by company Smart Fuel Pass s.r.o., odštěpný závod with its registered office at Příkop 843/4, Zábřovice, 602 00 Brno, Czech republic, ID No.: 172 00 369, registered in the Commercial Register of Regional Court in Brno, Section A, Insert 26922.
  - b) The territory of the **Slovakia**: executed by company **Smart Fuel Pass, s.r.o.**, with its registered office at Panenská 13, 811 03 Bratislava, Slovakia, ID No.: 54 445 833, registered in the Commercial Register of the District Court Bratislava I., Section Sro, Insert No. 160014/B
  - c) The territory of the **Austria**: executed by **company SFP SmartFuelPass GmbH**, with its registered office at Am Belvedere 1, A-1100 Wien Postfach 590 (Erste Bank Campus), Austria, ID No.: 610429s, registered in the Magistrat der Stadt Wien, GISA Zahl: 36305414.
13. **User** - is any person who is interested in the provision of the Services, establishes an account within the System and enters into a contract with the Provider.
14. **User - a consumer** is any natural person who does not act within the scope of his/her entrepreneurial, commercial activity when concluding a contract, i.e. a person who uses the Service for his/her own personal use.
15. **Operator** - is a person who has a charging station or the rights to provide it as a Service for Users, as well as the relevant authorisations to operate the charging station and is interested in providing the Charging Service through the System.
16. **Referral** - is a User who creates an account in the System and concludes a contract based on the recommendation of another User - Referral owner; each person who becomes a User on the basis of the mentioned recommendation is a Referral of the relevant Referral owner.
17. **Referral owner**- is a registered User who recommends another potential User to establish an account and conclude a contract, and this potential User establishes an account in the system and concludes a contract based on this recommendation.
18. **Service(s)** - any service provided by the Provider that can be used through the System, after concluding a contract with the Provider. A Service is primarily the charging of an E-mobility Vehicle at the SFP network of charging stations. The service is also any other service provided by the Provider as well as the service related to the use of the System and the use of its functionality, and its price is specified in the SFP mobile application.
19. **System (Smart Fuel Pass)** - is an electronic system, which is a set of tools, applications and technical solutions (software, hardware and other tools used to provide the activities specified in these GTC and the relevant Contract), or some of its parts, through which the provision / use of the Services is possible. Individual Services provided within the System are generally provided through the System's mobile application.

20. **Account (in the System)** - means an account within the System. Any User or other person is entitled to request the creation of an account for the purpose of using/providing the Services, the creation of which may be subject to individual consents provided by the User when creating the account. The following types of accounts can be created in the System:

- Natural person account
- Account natural person entrepreneur
- Account legal person

Each person chooses which type of account he/she is interested in when registering in the System. If a person intends to use the Services in his/her own name and on his/her own account, he/she shall set up a natural person account. In the case of setting up an account for a natural person entrepreneur or a legal entity, it is necessary to submit the corresponding statement from the relevant register in which the person is registered on the basis of special regulations valid for legal transactions and subsequently, after creating the account, it is possible to set the rights allowing the use of the Services by several natural persons assigned to the respective account of the natural person entrepreneur or the account of the legal entity.

21. **Territory** - is the specific territory within which the Provider provides the Services through the relevant branch or organizational unit. If the territory is the Slovak Republic, the Provider shall provide the Services directly, without establishing a branch/organizational unit.

22. **Consumer Protection Act** - applies within individual territories:

- a) for the territory of the Czech Republic and the Slovak Republic: the Act of the National Council of the Slovak Republic No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services under a distance contract or a contract concluded away from the seller's business premises and on amendment and supplementation of certain acts, as amended.
- b) for the territory of Austria: Federal Act of 8 March 1979 with provisions for the protection of the consumer (Consumer Protection Act - KSchG StF: BGBl. No 140/1979 NR: GP XIV RV 744 AB 1223 p. 122. BR: AB 2003 p. 385.) (<https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Rechtsnummer=10002462>) on the protection of the consumer in the context of the sale of goods or the provision of services under a distance selling contract or a contract concluded away from the seller's premises, as well as amendments to certain laws in force.

23. **Energy Act** – applies within individual territories:

- a) for the territory of the Czech Republic and the Slovak Republic: Slovak Act No. 251/2012 Coll. on energy and on the amendment of certain laws, as amended. The Energy Act also means any other similar law, the subject of which is mainly market access, the rights and obligations of market participants in the energy sector, or the distribution of electricity in electrical networks with scope for the territory in which the Service is used.
- b) for the territory of Austria: Federal Act on the Expansion of Energy from Renewable Sources and on Amendments to Certain Acts in the currently valid version. The Energy Act also includes any other similar law, the subject of which is mainly market access, the rights and obligations of market participants in the energy sector or the distribution of electricity in electrical networks, with scope for the area in which energy is operated and services are provided.

24. **Guarantee contract** - is a contract concluded between the Provider and the Referral owner to secure the obligation consisting in the credit limit granted by the Provider to the User. Referral owner undertakes in the guarantee agreement to satisfy the Provider's claims in case the User fails to fulfil his/her obligation under the credit limit granted in due and timely manner.

25. **The Personal Data Protection Policy** constitutes a summary of the rights and obligations of the various parties to the legal relationships who use the System, who come into contact with or are in any way involved in the processing of personal data of natural persons in accordance with the relevant legislation applicable to the area of personal data.

26. **Contract** (or also "**Charging Contract**") - is a framework contract enabling the User to use the Services through the System, in particular the charging of E-mobility vehicles within the network of SFP Charging Stations, concluded between the User and the Provider. The Contract is concluded by the User's acceptance of its wording and these GTC and its approval by the Provider. The User is entitled to be represented by another person within the scope of a power of attorney or a special contract, which he is obliged to present or provide to the Provider upon request.

27. **Charging Point Connection Agreement** - is a contract for the provision of an EV charging station to the SFP charging station network, in a manner enabling Users to use the relevant charging point of the charging station within the Services, concluded between the Operator and the Provider.

28. **Disputes Act** - applies within individual territories:

- a) for the territory of the Czech Republic and the Slovak Republic: Slovak Act No. 391/2015 Coll. on alternative resolution of consumer disputes.
- b) for the territory of Austria: provisions of EU Directive 2013/11. This EU directive is implemented in Austria by the Alternative Dispute Resolution Act (AStG, BGBl. I Nr. 105/2015).

29. **Payment Services Act** - Act of the National Council of the Slovak Republic Act No. 492/2009 Coll. on payment services and on amendments to certain laws.

30. **Personal Data Protection Act** - applies within individual territories:

- a) for the territory of the Czech Republic and the Slovak Republic: Slovak Act No. 18/2018 Coll., on the protection of personal data and on the amendment of certain laws
  - b) for the territory of Austria: Regulation of the European Parliament and of the EU Council 2016/679 of April 27, 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation)
31. **Contract Law** - the provision of the relevant law under which the Contract is made. Whereby within each Territory it applies::
- a) for the territory of the Czech Republic and the Slovak Republic: Section 269(2) of Slovak Act No. 513/1991 Coll., the Commercial Code, as amended
  - b) for the territory of Austria: Section 861 and other provisions of the General Civil Code (ABGB)
32. **Copyright Act** - applies within individual territories:
- a) for the territory of the Czech Republic and the Slovak Republic: Slovak Act No. 185/2015 Coll., as amended
  - b) for the territory of Austria: the provisions of Slovak law shall be applied accordingly
33. **Office for Personal Data Protection** - applies within individual territories:
- a) for the territory of the Czech Republic and the Slovak Republic: Office for Personal Data Protection, with registered office at Hraničná Street No. 12, Bratislava, Slovakia.
  - b) for the territory of Austria: Austrian office for personal data protection, with registered office Barichgasse 40-42, 1030 Wien, Austria. E-Mail: dsb@dsb.gv.at, phone: +43 1 52 152-0.

### Article III.

#### Provision of Services

##### Basic conditions for the provision of the Services

1. The Provider shall provide the User with the Services he/she chooses to use after the conclusion of the Contract and the creation of an account in the System. The User acknowledges that the Services may be used only through the System account and the System mobile application. The User undertakes to install the System's mobile application in advance on the device to be used for this purpose.
2. The Services can be used within the network of SFP charging stations, a list or specific location of which can be obtained through the System. The Provider reserves the right to unilaterally change the list of charging stations in the charging network at any time. The User undertakes to comply with all obligations and instructions relating to the Services provided within the respective charging station (charging procedure/instruction); such instructions can be found within the respective user manuals located directly at the charging station.
3. The User acknowledges that the Provider is not an electricity supplier within the meaning of the Energy Act or similar legislation in the respective countries where Smart Fuel Pass is represented, but a provider of E-mobility vehicle charging services.
4. The charging service is available to the User to the extent provided at the respective charging station, at the price that is currently applicable for the chosen charging method, the respective charging station and the method of payment, if financial cover is provided to the extent (of charging) chosen by the User. The User acknowledges that prior to each charging is obliged to ensure financial cover for the use of the Service. Upon completion of charging, the User will be provided with an indication of the amount of energy withdrawn (transaction statement) which, together with the individual charging parameters, will be displayed within the System's mobile application, in the relevant section of the System, and accessible to the User at any time through his/her account.
5. The User shall provide the financial cover for the use of the Service in the manner allowed by the System, usually by ad hoc payment through a specific means of payment, made within the System (and the relevant payment gateway) in the case of a User who does not have an account in the System or by opening a UP payment account and providing funds (available balance) in the UP payment account in an amount at least equal to the amount of the use of the Charging Service and/or related services (e.g. parking). The price for the Service may vary if different methods of financial coverage are used. The details of the means of payment used are stored within the System and can be re-used at any time. The User consents to the use of funds from the UP Payment Account to provide financial cover in favour of the Provider for the purposes of the use of the Services and settlement of the User's final claim upon termination of the use of the Services, in the case of the establishment of a payment account with UP.
6. The User acknowledges that the use of the Services within a particular territory is possible only through the Provider and its branch/organisational unit established for a particular territory. Within the territory of the Slovak Republic, the Services are provided directly by the Provider.
7. In the event that the Service is provided on the basis of the Contract or the Provider promises to provide the Service to the User who is a natural person not acting within the scope of his/her business or trade, the Provider shall act in accordance with the Consumer Protection Act. In such a case, the User is subject to special rights as a consumer User.
8. Issuance and use of the Charge Card: the User may, in justified cases, request the issuance of a Charge Card by a special request addressed to the Provider. The User is not entitled to be issued a Charge Card and the Provider may not grant the request. The User acknowledges that the Charge Card is non-transferable and serves to identify the User. Therefore, the User agrees to use the Charge Card solely for his/her needs, for the purpose for which it is intended, subject to the terms and conditions of these GTC and the Contract. The assigned charging card does not become the property of the

User and upon termination of the contractual relationship or upon request of the Provider, the User is obliged to return the assigned charging card to the Provider.

#### Using the charging station

9. The User undertakes to use each Charging Station in the manner for which it is intended, always in accordance with the instructions and instructions for use and the relevant legal and technical regulations applicable to the relevant Charging Station and the charging process (e.g. not to use the Charging Station to charge devices and batteries for which they are not intended or in a manner other than that prescribed for the relevant EV/device, etc.).
10. The user is obliged to:
  - a) comply with all provisions of the Contract and these GTC, use the Services only in accordance with the legislation in force in the Slovak Republic, or local legislation in force in a territory other than the Slovak Republic;
  - b) not to abuse the Services in any way, in particular by the User's obligation to use any charging station in the designated manner and not to damage or interfere with it in any way, to respect the rights and legitimate interests of other customers of the Services and to follow the instructions of the Provider or the Operator of the charging station, in particular with regard to the maximum time of standing on the premises of the charging station;
  - c) use the Charging Station in accordance with its intended use so as to avoid damage to property and health or injury to the rights of others;
  - d) inform the Provider without undue delay of any malfunction, breach or damage to the Charging Station that the User has discovered or become aware of during the use of the Services;
  - e) reimburse the Provider for any damage caused to any Charging Station by the User's improper, careless use, charging, or misuse of the Charging Station equipment and other improper handling by the User of the tools and equipment intended for use of the Services;
  - f) provide the Provider, or a person designated by the Provider, with all requested assistance necessary for the proper and timely provision of the Services or the performance of any other act in the exercise of the rights and obligations under these GTC; in the event that the User fails to provide such assistance or is delayed in providing such assistance, the Provider shall not be in default in the performance of its obligations and duties under these GTC.
  - g) The User shall not continue to use the Charging Station on which it has detected a defect or on which the defect has manifested itself until the defect has been rectified or the Charging Station has been notified that it is free from defects and can be used safely. Any use of the Charging Station in violation of the preceding sentence shall be at the User's own risk and the User shall be fully liable for any damage caused thereby to himself or others.

#### Use of the System

11. The User and any person who uses the System, based on these GTC, a contract or other legal relationship (e.g. a contract for connection of a charging point) shall have the right to use the System (license) only in accordance with the terms and conditions set out in these GTC and the relevant contract concluded with the Provider, and during the period of validity and effectiveness of such contract between the Provider and the relevant person.
12. The User and any other person (including the Provider) shall be entitled to use the System for the purposes for which it is intended and, in the manner, permitted by the System in the normal user environment, in accordance with these GTC and applicable law. No person is entitled to use the System or any functionality of the System in violation of the GTC or applicable law, in particular they are not entitled to use the System in a manner that is prohibited (the following para. 14 of this Article), for a purpose for which the System is not intended and in a manner that would be detrimental to the rights of other persons or third parties, interfere with the System, change its parameters in an unlawful manner, copy its components or functionality, license/publicise the System or any part of it to another person or otherwise grant rights to the System in return for payment, decompile any part of it, access components for which it does not have custodial rights or the System's code, or use the System or any work within the System in any other manner for which it is expressly authorised.
13. You are prohibited from using the System, the System's mobile application, and any functionality of the System/SFP mobile application by posting or distributing information, data, or other content that:
  - a) is used in a manner that violates applicable law or good morals or violates public order,
  - b) is offensive or dangerous to children, minors, or other persons for whom special protection is provided by law,
  - c) contains, promotes, presents, or incites violence, hatred, pornography, racial, religious, sexual, or other discrimination against a person, persons or group of the population,
  - d) contains false or misleading information, untrue facts, or insults, vulgar or obscene language, aggressive or otherwise provocative content towards other persons,
  - e) is of a political nature, directly or indirectly for political activities, support, promotion of political parties and movements or the presentation of any political views or positions,
  - f) serves for its own enrichment or the enrichment of third parties, contrary to the purpose of the contract concluded with the Provider and these GTC.

If anyone discovers content within the System / mobile application of the System that violates the aforementioned prohibitions, generally binding legal regulations or otherwise violates these GTC, he/she shall immediately notify the Provider of this fact.

14. The Account User within the System shall be fully responsible for all actions performed through his/her account in the System, in the manner as if he/she were acting in his/her own name and on his/her own account. If the User sets up an account as a natural person entrepreneur, legal entity or Provider's account in the System, he/she shall also set up authorisations for other natural persons who are entitled to perform actions through such account; in particular, the authorisation to use the Services. The individual authorisations and the options for setting them are as follows:
- a) the "owner" of the Account, is the natural person who acts in the name and on behalf of the Account User in the System,
  - b) "manager" is a person who has identical rights in the System as the account holder,
  - c) "driver" means a person who has the right to charge and pay for Services used from the User's account in the System, subject to the financial limit conditions defined by the account holder

The account holder or, as the case may be, the respective User who has entered into the contract, shall be fully responsible for all acts performed by the account holder, manager and driver under the respective account.

15. The Provider is not responsible in any way for the information and content published within the System / mobile application of the System by any User. The Provider is entitled (but not obliged) to review the content published through the System / mobile application of the System and in case of reasonable suspicion that the published content, information or purpose pursued by the User violates these GTC, the purpose of use of the System or applicable law, to suspend the publication of such content or information, including the complete and permanent removal of such content, cancellation of the account within the System or its blocking, or blocking of the information within the mobile application of the System.

#### **Credit limit**

16. The User is entitled to request a credit limit from the Provider in order to use the Services. The Provider shall be entitled to grant a credit limit in the specified amount, to grant a credit limit in an amount lower than the requested amount or to refuse to grant a credit limit, always at its own discretion. The Provider may grant a credit limit to the User at any time, even if there is insufficient financial coverage on the part of the User (Article III, paragraph 5 of the GTC), in order to settle the liability arising from the use of the Service(s), even without the User's consent, which the User acknowledges.
17. The provision of the credit limit may be subject to the conclusion of a guarantee agreement between the Provider and the Referral owner, which may be a condition precedent to the provision of the credit limit, which the Provider shall only provide once the signed guarantee agreement has been delivered.
18. The credit limit shall be granted free of charge for a period of 30 days in accordance with the contract; the relevant amount of the credit limit shall not accrue interest during this period. By exceeding this period, the User shall be in default.
19. The User undertakes to return the exhausted credit limit to the Provider or to replenish the funds on his/her payment account in UP up to the amount of the credit limit granted within a period of no later than 30 days, on the basis of the invoice issued for the use of the Services whose performance was covered by the credit limit
20. If the User is in default in reimbursing the credit limit, as stated in the previous paragraph 22 of this Article (Article III) of the GTC, the User shall also be obliged to pay a contractual penalty for delay in the amount of 0.07% of the amount due, for each day of delay.

#### **Article IV.**

##### **Establishment and termination of the contractual relationship, interruption of the provision of Services**

1. The contract between the Provider and the person concerned shall always arise on the basis of a mutually consensual expression of the will to conclude the contract, regardless of the manner in which the contract is concluded. The contract (for the provision of charging) is generally concluded electronically and is formed by the correct and complete completion of the User's data in the relevant electronic form (registration), the User's expression of consent to these GTC and the approval of the contract by the Provider in the System, exceptionally by other means, on the basis of which it is possible to identify the interest of the parties to be bound by the contract and these GTC.
2. The Charging Point Connection Contract shall be created electronically or by other means, based on a mutually consensual expression of intent to enter into a contract for the provision of an EV Charging Station to the SFP Charging Station Network between the Operator and the Provider. The contract for the connection of the charging point shall also include these GTC, which shall apply to the parties to the extent that they regulate the rights and obligations of the Provider and the Operator between each other, as well as of the Operator as the provider of the charging station and the user of the System.
3. By completing and confirming the electronic registration form of the contract, the User confirms his/her consent to these GTC and his/her will to be bound by them, and also declares that he/she has duly read these GTC, understands their content and is interested in concluding the contract. The User is always responsible for the correctness and timeliness of all the data provided, and in the event of any change, undertakes to immediately inform the Provider

thereof, otherwise he/she is liable for the damages resulting therefrom (by failing to provide correct and up-to-date data in a timely manner).

4. The Provider reserves the right not to approve the contract in the System, in particular in case of incomplete or incorrect data or in case of failure to comply with any legislative conditions or requirements required by the Provider for the purpose of the contract (e.g. on the basis of regulations on protection against money laundering and financing of terrorism, etc.)
5. After the conclusion of the Contract, the User is entitled to use the established account in the System in the manner specified in these GTC. The User is also entitled to invite other persons (future/potential Users) as disponents to the functionalities of his/her account; the above is done by the User by sending an invitation to the email address of the disponent directly in the System, and subsequently, after the conclusion of the contract by the respective person, he/she can set specific permissions to the account (within the meaning of Article III, paragraph 15 of the GTC).
6. The contract between the User and the Provider is terminated:
  - a) by agreement of the parties,
  - b) by termination of the contract by any of the contracting parties (paragraph 7 of this article of the GTC),
  - c) by withdrawal from the Contract pursuant to paragraphs 8 and 9 of this Article (IV.) of these GTC,
  - d) in any other manner if directly provided for in the Contract.
7. Either Party is entitled to terminate the Contract for any reason by delivering a written notice of termination to the other Party: the notice period is two months and begins on the first day of the month following the month in which the written notice of termination is delivered to the other Party.
8. The Contracting Party shall be entitled to withdraw from this Contract if the other Contracting Party has become insolvent or over-extended and bankruptcy proceedings have been commenced against that Contracting Party or a petition for bankruptcy has been dismissed for lack of assets of that person, or a decision has been made to insolvent the Party or the Party has entered into liquidation. The provider is entitled to withdraw from the contract if:
  - a) the User is in default in the payment of any obligation due for the Service under the Contract and has not paid the same even within the period specified in the Provider's reminder to the User or if the User becomes in default in the repayment of the credit limit granted;
  - b) the User has provided or provides false information about his/her person, at the conclusion of the Contract or later;
  - c) the User has withdrawn consent to the collection of his/her liabilities from the UP payment account or has changed its parameters, i.e. in particular the maximum limit for direct debit defined in the provided consent to direct debit.
  - d) repeatedly violates the terms and conditions of the GTC, repeatedly fails to fulfil its obligations under the Agreement and the GTC;The withdrawal shall take effect upon delivery of the notice of withdrawal to the other Party or on the later date specified in the written notice of withdrawal sent to the other Party. Withdrawal from the Contract shall extinguish the Contract *ex nunc*.
9. The User and anyone who is bound by these GTCs is entitled to withdraw from the contract by written withdrawal in the event that new GTCs are published and the Contracting Party does not agree with the new GTCs, in which case the Contracting Party is entitled to withdraw in writing within 15 days of the publication of the new version of the GTCs. The User is also entitled to withdraw from the Contract if he/she is unable to use the Services due to circumstances that continuously last for more than 30 consecutive calendar days. The consumer user is also entitled to withdraw from the contract without giving any reason within 14 calendar days from the date of conclusion of the contract. In such a case, the consumer may exercise the right of withdrawal from the contract with the Provider in paper form or by means of the withdrawal form available at <https://www.smartfuelpass.com/Home/ContractWithdrawal>
10. Withdrawal from the contract or termination of the contract for any other reason shall be without prejudice to the right to assert claims arising from the breach of contract, including the right to damages, contractual penalties, contractual provisions relating to the settlement of disputes between the parties and other provisions which, by contract or by their nature, are intended to survive the termination of the contract. Provisions relating to the settlement of mutual legal relations under the contract shall remain in force until such time as they are settled.
11. The Provider shall be entitled to limit or interrupt the provision of the Services, or even limit the functionality of the System, including blocking/cancellation of the System account, in relation to any person (System user), in the following cases:
  - a) the person is in default in payment of any due claim of the Provider by more than 15 days;
  - b) uses the System, the Service or the Portal in violation of these GTC or abuses them in such a way as to cause unjust enrichment or damage or injury to the rights of other users;
  - c) an unforeseen malfunction, in which case the Provider shall notify the relevant User without undue delay, whereby the publication of a notice in the System shall also be deemed to be a notification under this clause;
  - d) an unavoidable event that does not originate in the operation of the System or charging stations, in particular in the event of a force majeure event (Article IX, paragraph 5 of these GTC);

- e) in the event of interruption or restriction of electricity distribution by the relevant distribution system operator to which the Charging Station is connected, in the cases and under the conditions set out in the Energy Act and other related regulations;
- f) the Provider discovers that the data provided by the System User is false or outdated.

In cases under a) and b), the Provider is entitled to withdraw from the contract with the person concerned.

12. The User acknowledges that the Provider shall not be obliged to provide the Services in the event of an emergency, which is regulated by the Energy Act, and likewise in other similar cases where, on the basis of the relevant law, in particular the Energy Act or other similar regulations within the relevant territory, the method of provision of electricity within the relevant territory is restricted or otherwise limited.

#### Article V.

#### Payments and Charges for Services

1. The User agrees to pay a fee for the use of the Services (hereinafter referred to as the "Fee"). The price for the provision of each Service is indicated individually in relation to each charging station included in the charging station network, directly in the mobile application of the System, while the final amount for the Services used will be calculated in accordance with the structure and rates of the selected Service (e.g. the selected charging method), depending on the location within the relevant territory in which the charging station is located and the parameters of the relevant charging station and the parameters specified by its Operator. The price not specified in the System is set out in the Price List, which forms part of these GTC.
2. The price for the EV Charging Service shall thus be calculated in accordance with the following rules, which shall be applied to determine its amount, which the User acknowledges:
  - a) the Charging Price is indicated in the System's mobile application individually for each Charging Station in the SFP Charging Station Network,
  - b) the charging price is determined per 1 kWh of electricity consumed,
  - c) the total charging price may vary depending on the charging location, charging time window, charging duration and charging power (AC charging/DC charging/Ultra charging)
  - d) parking fees may be charged on top of the charging price; the above may be assessed for each charging station separately, but this is always indicated in the System's mobile application,
  - e) the Provider may charge the User a fee for the issue of a charging card if the User requests one.
3. The EV Charging Charge will be calculated based on the amount of electricity consumed while charging the E-mobility vehicle. The amount so determined shall be determined on the basis of the equipment located at the charging station. In the event of a difference in the quantity indicated on the charging station and on the E-mobility vehicle, the indication on the charging station shall prevail. The charging price shall be based on the price set by the Operator of the charging station concerned.
4. The Provider reserves the right to change and adjust the prices for the Services, taking into account all information, costs and remuneration of the various parties that enter into the calculation of the actual price. However, the price that is determined before the start of the Service is applied to the User in relation to the Service until the end of the Service (e.g. the current price applicable at the start of charging is applied for the entire charging period, i.e. until the end of EV charging at the relevant station). The User is thus always informed of the current price for the Service before the start of its use, however, if he/she uses up more Services, the final price will be for all used Services in the actual range (or it may be additionally charged, including via the credit limit provided). Once the Services have been exhausted, the final price for the exhausted Services is displayed in the System and subsequently paid via the chosen settlement method (deducted from the UP account or the relevant means of payment, or paid by providing a credit limit if sufficient financial cover is not provided). In the event of any technical or other problems in the connection or equipment that occur during the use of the relevant Service, the final price for the exhausted Service(s) will be settled retrospectively, once the proper connection has been restored according to the previous sentence (by deducting the relevant amount or the remainder of the amount from the UP payment account or the means of payment used, or by providing a credit limit in the event of insufficient financial coverage).
5. The User shall be entitled to make payment of the prices for the Services in several ways, by ensuring sufficient financial coverage, within the meaning of Article III, paragraph 5 of these GTC. Different ways of ensuring financial coverage may affect the final price for the relevant Service, which the User acknowledges. In the event that sufficient financial coverage is not provided, the Provider may also reimburse the price for the exhausted Services by providing a credit limit, which the User undertakes to reimburse on the due date (Article III, paragraph 19 of these GTC).
6. Any additional Services shall be charged in accordance with the prices indicated in the System's mobile application and in the Price List. The prices set out in the System and the Price List are final and inclusive of value added tax ("VAT"). Where for any reason the price for a Service is not set out in the System/Mobile Application of the System/Price List and the Service is available for use, such Service shall be subject to a price that is determinable on the basis of all information available to the relevant User at the relevant time and place and shall be subject to subsequent billing and invoicing by the Provider. The User undertakes to pay invoices issued by the Provider for Services which have been

- underfunded or have not been reimbursed when drawn, within the time limits set out in the relevant invoice delivered to the User.
7. The Provider shall issue a tax document - invoice to the User for the use of the Services in the relevant period, with respect to the volume of the Services used within the relevant territory. The invoice shall be issued twice a month, i.e. for the period from the 1st to the 15th day of the respective month and for the period from the 16th to the last day of the respective month. The invoice shall be issued by the Provider in electronic form by default, making it immediately accessible to the User in the System; the User may subsequently view or download it at any time in the manner of his/her choice.
  8. In the event of delay by the User in payment of any obligation under the Contract, the Provider shall be entitled to charge the Customer a contractual penalty of 0.05% of the amount due for each day of delay, even if commenced, until the date of payment of such obligation. The obligation shall be deemed to have been paid on the date on which the funds are credited to the Provider's account.
  9. Registration in the System is free of charge. The Provider shall not be entitled to remuneration for the use of the System in relation to the Users, unless a special agreement with the Provider provides otherwise.
  10. The User shall have the right to set off its claims against the Provider only with the Provider's prior written consent. The Provider shall have the right to set off claims against the User or the Operator of the same kind without limitation, including all claims both due and time-barred in accordance with applicable law.
  11. The User hereby consents to the use of a means of payment to be used by the Provider for the purpose of providing financial coverage (Article III, paragraph 5 of these GTC) for the settlement of all payable claims of the Provider arising under the Contract and these GTC. The User is obliged to keep the details of the relevant means of payment updated in a timely manner at all times and agrees to their storage and use by the Provider pursuant to the Contract. The User undertakes to ensure sufficient funds to ensure payment for all Services used in the account through which the User makes payments, using the means of payment ensuring financial coverage for the Services used, and agrees to use them for payment of the Provider's receivables due.
  12. The subject matter of the Agreement and these GTC does not include the provision of any payment or other services where the User is responsible for the use of a particular means of payment / use of financial cover directly by the provider of such payment services, based on an individual contract with the relevant payment service provider (similarly applies in relation to payment gateway operators). Payments for the use of any payment services are subject to the terms and conditions and contractual relationship with the relevant payment service provider.

#### **Article VI.**

##### **Rights and obligations for the operation of the charging station**

1. The Operator shall operate a charging station or several charging stations, which it undertakes to provide on the basis of the Charging Point Connection Agreement for the purpose of inclusion in the SFP charging station network and which may be used for charging purposes in accordance with these GTC. The Operator shall subsequently ensure the uninterrupted operation and maintenance of the charging station that has been included in the SFP charging station network.
2. The Operator declares that it has all the necessary rights to operate the Charging Station to the extent that it is provided for the purpose of inclusion in the SFP Charging Station Network and the provision of the Services to Users in accordance with these GTC. The Operator also agrees to the inclusion of the provided Charging Station in the System, its location within the System, and undertakes to provide the Provider with all information required by the Provider, necessary for the inclusion of the Charging Station in the network of SFP Charging Stations and its connection to the System.
3. Any malfunction of the charging station or any defect in the charging or charging station reported by the User to the Provider in the context of a complaint, the Provider undertakes to investigate and evaluate and provide an opinion to the Provider within a period of no more than 5 days; in the event that any complaint is justified, the Provider undertakes to provide performance or compensate for any damage incurred as a result of the operation of the charging station provided by it. The forwarding to the Operator of the User's relevant claim, made by the User in accordance with Article VIII of these GTC, shall be deemed to be a claim of failure, damage or any defect of the Charging Station in relation to the Operator. The Operator shall promptly commence to deal with the claim so made. In the event that the Operator requires any additional information regarding the claimed damage/defect, the Provider shall arrange for communication with the User.
4. The Provider shall provide clear and transparent rules and instructions for the use of the Charging Service at the relevant Charging Station provided to the network of SFP Charging Stations, in a visible and easily accessible place at the relevant Charging Station, in the language of the territory in which the Charging Station is located. The Operator shall be liable for any damage incurred (by the User, the Provider or any other person) by a breach of this obligation.
5. The Operator shall carry out a professional assessment of the notified defect of each charging station and subsequently inform the Provider whether the defect is a defect and whether the defect can be rectified, within a period of 5 days. A defect is not remediable (i.e. it is an "irremediable defect") if the defect cannot be remedied by repairing the charging station or if, in the Provider's professional judgement, it would be uneconomical to repair the charging station. In such a case, the Provider shall remove the relevant Charging Station from the SFP.
6. Service and maintenance of the Charging Station shall be provided by the Operator at its own expense, in such a way that the Charging Station is permanently available to the Users, otherwise the Operator shall notify the Provider in

advance of any planned unavailability of the Charging Station in accordance with the Charging Point Connection Agreement, and the Operator shall record such information via the mobile application in the System by marking the Charging Station as "temporarily unavailable" (in the relevant language version).

#### **Article VII.**

##### **Liability relations**

1. If either of the parties breaches the obligations arising from these GTC and the respective contract of which these GTC are a part, the injured party shall be entitled to compensation for damages. The User shall be fully liable for liabilities, claims and damages caused by the unauthorised use of any Service or other obligation under these GTC, in breach of the Contract or the GTC and shall be obliged to fully reimburse the Provider for the damages incurred within a period of no later than 30 days of their proper quantification. The User shall be liable for any damage to the Charging Station causally related to the use of any Service under the Contract.
2. The User shall be liable for any actions performed through the System account held in his name or through the charging card issued in his name until the account is cancelled/blocked or the charging card is returned to the Provider or the charging card is blocked. Any transactions made through the Account and the Charge Card shall be deemed to be made in the name and on behalf of and for the account of the relevant User.
3. The Provider shall not be liable for failure to provide the Services in the event of (i) defects or unsuitability of the technical equipment of the E-mobility vehicle, (ii) misconduct of the User in the use of the Services, (iii) fault of a third party causing damage, malfunctioning, or theft of the charging station, and (iv) failure of the User to comply with the GTC or the relevant legislation in force in the Slovak Republic and/or in force within the territory where the relevant Service is used by the User, (v) for events which even with the exercise of due diligence could not have been foreseen or avoided - i.e. i.e. in particular cases of Force Majeure pursuant to Article IX, paragraph 5 of these GTC. The Provider shall likewise not be liable in the provision of the Services for the power of the connectors, which power is indicatively indicated for charging stations as the maximum possible power of the charging station.
4. The Provider shall not be liable to the User or any other person for any direct, indirect, special or other damages arising out of the use of or inability to use the Services in accordance with the GTC, including lost profits, costs incurred, business interruption and other damages, except to the extent that such damages are caused by the Provider's actions.
5. The Provider, the User and the Operator shall inform each other of all facts which they are aware of that could lead to damages and shall endeavour to avert the threatened damages.
6. If the User or any other user of the System fails to comply with its obligation to inform the Provider of a change to its data, whether within the registration form, the contract or the account in the System, the Provider shall not be liable for any damage arising in this connection. In the event that anyone provides false, incomplete or otherwise incorrect information in the performance of their duties or in the use of the System and any damage arises in connection therewith, the person who provided such information shall be liable for such damage.
7. The Operator shall be liable for any defects that the relevant Charging Station has, including repairs or periodic servicing, if any damage is caused in causal connection with the User's subsequent use of the Charging Service, in the absence of the circumstances referred to in paragraph 3 of this (VII.) Article of the GTC. The Operator is also fully responsible for all data (data outputs), in particular information on the amount of electricity drawn during a specific charging, from the respective charging station included in the network of charging stations, i.e. the Operator is responsible for the fact that these data correspond to reality and are correct.
8. Any defects in the provision of the Services or claims that the User wishes to make under the Contract, the User undertakes to report immediately to the Provider in the framework of a claim, in accordance with the following Article VIII of these GTC.

#### **Article VIII.**

##### **Complaints for Services**

1. Complaint means the User's claim for verification of the correctness and quality of the provision of a specific Service under the Contract.
2. The User may make a claim by electronic communication (e-mail) to the contact details of the Provider, in accordance with these GTC. Complaints shall be sent in writing to the address of the Provider's registered office or electronically to e-mail: [complaint@smartfuelpass.com](mailto:complaint@smartfuelpass.com)
3. The complaint must be submitted without undue delay after the deficiencies have been detected, otherwise it may be rejected on the grounds that it can no longer be investigated due to the time elapsed. The complaint must be accompanied by all the documents and materials from which the facts alleged by the User are derived, indicating the specific rights that the User considers have been violated. In the event that the User does not make a claim in relation to the Service within 15 days of the discovery of the defect, but at the latest within 60 days of the date on which the claimed Service was provided, the right to make a claim shall be extinguished. The Provider shall issue a confirmation to the User when the claim is made.
4. The Provider shall decide on the validity of the complaint and determine the manner of handling the complaint within 15 working days, or in more complex cases within a period of no later than 30 days from the receipt of the complaint. If it is not possible to decide on the validity of the complaint within the above mentioned time limits, the Provider is entitled to carry out further verification of the complaint within its competence, of which it shall notify the User without

delay. The time required for a professional assessment of the claimed defect shall not be included in the time required to decide on the validity of the claim. If the Provider is not able to settle the claim from the information contained in the claim, it is obliged to invite the User to supplement the claim with the necessary data, specifying a time limit, which may not be shorter than 7 days from the receipt of the invitation. If the User fails to complete the complaint, it shall be deemed to be unjustified. If the Provider concludes that the claim is unjustified, it shall immediately notify the User thereof.

5. If the complaint concerns a specific charging station, the Provider shall forward the complaint to the Operator (Article VI, paragraph 3 of the GTC). The Provider is obliged to deal with the complaint and process it within a period of no more than 15 days. The handling of the complaint shall be understood as meeting the complainant's requirements and providing the requested performance. If the complaint cannot be dealt with in accordance with the preceding sentence because it is unjustified, the Operator shall notify the Provider of its rejection in a sufficiently clear and comprehensible manner and with reference to the specific contractual obligations and legal provisions. The rejection of the complaint by the Provider shall be understood as a denial by the Provider of the claims asserted by the complainant.
6. After the Provider has carried out all the necessary actions, which the Provider is entitled to do, aimed at the successful resolution of the complaint, the Provider shall notify the User without undue delay of the outcome of the complaint and of the legal consequences that follow for the User after the complaint has been closed.
7. The costs associated with the handling of the claim shall be borne by the Provider and the costs associated with the preparation of the claim, including its attachments and with the submission of the claim shall be borne by the User. In the case of an unjustified claim, the Provider shall be entitled to reimbursement from the User for the necessary costs incurred in the handling of the claim if it has incurred costs which the User insisted on incurring (e.g. carrying out relevant tests, examinations, etc.), but the Provider shall not be obliged to carry out the acts and incur the costs required by the User if the conclusion resulting from the claim is sufficiently clear and demonstrable on the basis of the facts established by the Provider.
8. If the claim is submitted on behalf of the User by his attorney (representative), the claim must be accompanied by a written authorisation signed by the attorney to represent the User in the matter of the claim.
9. The User's obligation to pay the invoice by the due date shall not be extinguished by the invoice claim.
10. If the User does not agree with the manner of handling the complaint or if he/she believes that his/her rights under the contractual relationship with the Provider have been violated, he/she has the right to apply to the alternative dispute resolution entity in accordance with the conditions set out in Disputes Act on Alternative Dispute Resolution of Consumer Disputes: <https://www.soi.sk/sk/alternativne-riesenie-spotrebiteľskych-sporov-soi>

The Subscriber may also use the online dispute resolution platform available on the website: <http://ec.europa.eu/consumers/odr/> or, in the case of a cross-border dispute: <https://esc-sr.sk> The condition for filing a petition for the initiation of alternative dispute resolution is the rejection of the complaint by the Provider or if the Provider fails to resolve the complaint within the time limit specified in paragraph 4 of Article VIII of these GTCs at the latest.

#### **Article IX.**

##### **Final Provisions**

1. By concluding a charging contract, a contract for the connection of a charging point or any other contract concluded through the System, the subject, content or purpose of which includes charging or the provision of the Charging Service for the purpose of the operation of E-mobility vehicles, each natural and legal person agrees to these GTC, which shall always apply to such a relationship as general provisions of the respective concluded contract.
2. The legal relations of the Parties which are not regulated in the Contract, the Charging Point Connection Contract and these GTC shall be governed by the relevant legal regulations in the country concerned..
3. The User acknowledges that by concluding the Contract and accepting these GTC, the Provider obtains the right/consent to process the personal data necessary for the purposes of fulfilling the obligations and exercising the rights under the Contract, to the same extent as the System Operator, in accordance with the personal data protection principles, which the User has been informed of in advance, via the System, and the text of which is provided and available in the System.
4. Communication between the Parties shall be primarily electronic, to the email addresses specified in the Contract and/or when registering for the System and creating an account for the relevant person. Any document shall be deemed to have been delivered at the latest on the date of return of the item as undelivered, even if the addressee is not aware of it, if sent to the last known address of the other Party, or on the date of refusal of the addressee to accept the registered mail. Any e-mail or other electronic communication message shall be deemed to have been received on the date of delivery of the acknowledgement of receipt of the message to the sender or of the record in the System of the delivery of the message or, at the latest, 3 days after its sending if it is evident (from the output of the relevant e-mail server) that the electronic message has been delivered to the other Party.
5. The Parties agree that in the performance of their respective obligations under these GTC, circumstances excluding liability ("vis major") shall be deemed to be various forms of civil/public disturbances, fire, flood, terrorist attack, hacker attack, interruption, slowdown or failure (total or partial) of the electricity supply, water, other energy or networks, interruption, failure or disruption of computer systems or communication services for reasons attributable to third parties, or other emergency (war, state of war, various military operations, state of emergency, etc. ), a catastrophe (flood, fire, lightning, etc.), a declared pandemic or epidemic affecting the entire territory, or the imposition of

extraordinary restrictions/guidelines directly or indirectly related to individual performances under the GTC, or any other obstacle which has occurred independently of the will of the obliged party and which prevents the obliged party from fulfilling its obligation and which it could not have prevented even with the exercise of ordinary care. The obligor shall not be liable for damages caused by circumstances excluding liability - vis major. Each Party undertakes to minimise the consequences of force majeure, to make every effort to eliminate the reasons preventing performance under the GTC and to continue performance in due and timely manner in accordance with the GTC.

6. The application of a contractual penalty for breach of the obligation to pay the obligation in due time according to the contract or the GTC is without prejudice to the right to compensation for damages in the full amount, i.e. even in an amount exceeding the amount of the applied contractual penalty.
7. If any provision of these GTC or the contract is or becomes invalid or ineffective, this shall not affect the other provisions of the GTC and the contract, which shall remain valid and effective. In this case, the parties undertake by agreement to replace the invalid or ineffective provision with a new valid and effective provision which best corresponds to the originally intended purpose of the invalid or ineffective provision.
8. The Provider has the right to modify these GTC at any time or to issue a new version of the GTC. The modified or new version of the GTC shall always be published on the System and notification of the change shall be delivered by e-mail. The new version of the GTC shall be effective upon the expiration of 15 days from the date of publication, unless a different effective date is specified in the new version. Anyone who is bound by these GTC is entitled to withdraw from the concluded contract with the Provider if he/she does not agree with the modified version of the GTC within 15 days from the date of publication of the modified or new version of the GTC in the Portal. Upon the entry into force of the new version of the GTC, they take effect in relation to all relationships (contracts) of which they were part.

These GTC come into force and effect on 12/15/2023.