

Content of this document:

GENERAL TERMS AND CONDITIONS - AGEVOLT PORTAL DIGITAL SERVICES and Annexes (Page 1 to 16)

(Note: Applicable to any Services other than the Charging Services, if not stated otherwise)

GENERAL TERMS AND CONDITIONS - ELECTRIC VEHICLES CHARGING and Annexes (Page 17 to 29)

(Note: Applicable to the Charging Services)

GENERAL TERMS AND CONDITIONS - AGEVOLT PORTAL AND DIGITAL SERVICES

The provider:

AgeVolt Slovakia s. r. o.

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TIN: 2820015924, VAT ID: SK2820015924

company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Entry No.: 78174/B

General Terms and Conditions, EU version 1.0.0., effective from March 14th, 2023.

(Capitalized terms as defined in paragraph 2.4. below)

I. Preamble

- 1.1. These GTC govern the rights and obligations of the Parties arising from the Contract concluded between the AgeVolt as the Service Provider and the Customer as a user of the Services, in connection with the Customer's use of the Portal and the AgeVolt Services provided by the AgeVolt through the Portal at <http://my.agevolt.com/login> (or at other address designated by the AgeVolt), as well as through the "AgeVolt" mobile application available for systems IOS and Android (note: the Customer has the choice to use the Portal, the mobile application or both), and also determine the principles of the legal relationship between the Customer and the AgeVolt, which is also the owner and operator of the Portal.
- 1.2. If the AgeVolt and the Customer enter into a separate contract in which they expressly agree on terms and conditions different from these GTC, the terms and conditions agreed in the separate contract shall prevail over these GTC.
- 1.3. In the event that these GTC contain provisions that deviate to the detriment of the Customer - Consumer from the applicable legislation (see Article XII. below), the conflicting provisions of the GTC shall not apply and the relevant provisions of the applicable legislation shall apply instead (the Contract is innominate). The generally binding legal regulations of the Slovak Republic, in particular the relevant provisions of the Commercial Code, shall apply to the Contracts concluded between the AgeVolt and the Customer - Entrepreneur (the Contract is innominate pursuant to Section 269(2) of the Commercial Code). In relation to Customers - Entrepreneurs, these GTC shall prevail over the provisions of law to the maximum extent permissible.
- 1.4. These GTC are available on the Portal. The Customer hereby declares that prior to entering into the Contract with the AgeVolt, the Customer has read these GTC and the AgeVolt Complaints Procedure, as well as other documents related to the use of the AgeVolt Services available to the Customer through the Portal. The Customer expressly confirms acknowledgement with these GTC by clicking on the appropriate box on the Portal, of which a record is kept.

II. Definitions and interpretation

- 2.1. Art. II of these GTC is not only of a definitional nature, but also of a normative nature, i.e. setting out rights and/or obligations that are binding on the Parties in the same way as the other provisions of these GTC.
- 2.2. The headings (titles) of the individual articles and paragraphs are for ease of reference only and have no effect on the interpretation of these GTC.
- 2.3. Unless otherwise stated in these GTC, words used in these GTC in the singular number also refer to the plural number and vice versa.
- 2.4. Terms and expressions defined and used in these GTC have the following meanings:
 - 2.4.1. **AgeVolt** means AgeVolt Slovakia s. r. o., as further specified in the header of these GTC, which is the operator and owner of the Website and Portal and the provider of the Services.
 - 2.4.2. **Charging Point** means a part of a charging station as a dedicated electronic technical device - innovative charging system for electric vehicles (BEV, PHEV or other vehicles enabling charging), which is owned or used by the Charging Point Owner (usually a person other than the EMP) and which is made available to the Customer through the Portal. For the avoidance of doubt, unless expressly agreed otherwise, the Charging Services via the Charging Point are not provided to the Customer by the Charging Point Owner, but by the EMP selected by the Customer.
 - 2.4.3. **Charging Point Owner** means an entity that is an owner or a sufficiently authorised user (e.g. lessee, or user according to the ChaaS module) of the Charging Point and that has entered into a contractual relationship with the AgeVolt in order to take advantage of the possibility of making the Charging Point available for charging of the electric vehicles by the Customers; the Charging Point Owner for the purposes of this definition and the GTC Charging may also be the AgeVolt. For the avoidance of doubt, unless otherwise expressly agreed (e.g. via the Portal), the Customer, in relation to the Services under these GTC, does not enter into a legal relationship with the Charging Point Owner, but with the AgeVolt as the provider of the Services.
 - 2.4.4. **Charging Service** means the service provided to the Customer at the relevant Charging Point by the AgeVolt or another EMP pursuant to the GTC Charging, as defined therein (paragraph 3.4. of the GTC Charging).
 - 2.4.5. **Commercial Code** means the Slovak Act No. 513/1991 Coll., the Commercial Code, as amended.
 - 2.4.6. **Consumer** means a natural person who, when using the Services through Portal, is not acting within the scope of their trade or other business; nor is acting within the scope of their employment or profession, or otherwise acting on behalf of any business entity.
 - 2.4.7. **Contract** means the contract for the provision of Services concluded between the AgeVolt on the one hand and the Customer on the other hand. Unless a separate Contract is concluded, the content of the Contract is formed by these GTC (note: and by any configurations and settings on the Portal enabled by these GTC, as well as any other agreements between the Parties). The Contract is concluded exclusively through the Portal, without the simultaneous physical presence of the AgeVolt and the Customer, outside the premises of the AgeVolt. The subject matter of the Contract is the provision of the Services by the AgeVolt to the Customer and the Customer's ability to use the Services provided by the AgeVolt, subject to the terms and conditions set out in these GTC and/or the Contract, and subject to the individual terms and conditions of the respective Services, if any.
 - 2.4.8. **Credit** means the amount paid by the Customer through the Portal for payment of the Tariff or for payment of other fulfilments, if agreed by the Parties and used by the Customer. The Credit displayed to the Customer on the Portal always reflects the Customer's current Credit.
 - 2.4.9. **Customer** means an entity that, through the Customer Registration or by other means according to these GTC (see paragraphs 4.2. and 4.3.), has entered into a binding relationship with the AgeVolt in order to use the Services offered by the AgeVolt through Portal as well as the Charging Services; a Customer may be (i) a natural person - Consumer or Entrepreneur, or (ii) a legal person - Entrepreneur.

- 2.4.10. **Customer Registration** means the creation of a permanent user account by the Customer on the Portal, allowing the use of the Portal, the Services provided by the AgeVolt, and other services available on the Portal, as well as the conclusion of the contracts through the Portal in accordance with these GTC or with other general terms and conditions applicable to the said contracts.
- 2.4.11. **EMP** means the entity that provides the Charging Service to the Customer. The Customer - EMP relationship in the provision of the Charging Service is subject to the specific GTC Charging. The Customer - the AgeVolt relationship when using the Portal and providing Services (other than the Charging Service) is subject to these GTC and the specific terms and conditions of the individual Service listed on the Portal or governed by separate terms and conditions.
- 2.4.12. **Entrepreneur** means a person (i) who is registered in the relevant commercial register, (ii) who is carrying on business under a trade licence, (iii) who is carrying on business under a licence other than a trade licence pursuant to special regulations, (iv) who provides his/her business registration number by its filling into the Portal, including but not limited to a public authority and a local or regional government entity, or (v) any other entity that is deemed to be an entrepreneur under the laws of the country of residence, domicile or registration, or is from any legal reason not deemed to be a consumer.
- 2.4.13. **GDPR Regulation** means 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 (General Data Protection Regulation).
- 2.4.14. **GTC** means these General Terms and Conditions in the (current) valid and effective version.
- 2.4.15. **GTC Charging** means the AgeVolt General Terms and Conditions - Electric Vehicle Charging in their valid and effective version, which are applicable to the Charging Services.
- 2.4.16. **GTC Sharing** means the AgeVolt General Terms and Conditions - charging stations sharing in their (current) valid and effective version, which apply when the charging station (or the Charging Point) is shared by the Charging Point Owner with the Customers.
- 2.4.17. **License** means a non-exclusive license that constitutes the AgeVolt's consent to the use of Portal, and the related Services, i.e. a grant of authority to use the Portal for the Customer's needs to the extent necessary and in accordance with the functional purpose of the Portal, without the right to sublicense, without the right to assign the license, and without the ability to use the Portal for any purpose other than as expressly agreed.
- 2.4.18. **Parties** means the parties to the Contract, i.e. the AgeVolt as the provider on the one hand and the Customer on the other hand.
- 2.4.19. **Portal** means the AgeVolt's web portal operated at www.my.agevolt.com or any at other address specified by the AgeVolt, as well as through the "AgeVolt" mobile application available for IOS and Android systems (note: the Customer has the choice to use the web Portal, the mobile application or both), dedicated for the Customers for the purpose of using the Services.
- 2.4.20. **Service** means any service provided by the AgeVolt to Customers through the Portal as further defined therein, or as defined by the separate terms and conditions (e.g. by GTC Charging). During the first 14 days after the conclusion of the Contract, the Portal may only allow the Customer - Consumer to use any fee-based Services if the Customer - Consumer has given specific consent to do so (with the commencement of the Services before the expiry of the statutory period of 14 days for withdrawal from the Contract). Selected functionalities of the Portal, if available, can be used without the Customer Registration.
- 2.4.21. **Tariff** means the price that the Customer agrees to pay for the use of the Charging Services (as defined in paragraph 3.6. of the GTC Charging) or for the payment of other Services, if available on the Portal and subject to the Tariff.
- 2.4.22. **Third Party** means any natural or legal person, association, foundation, authority, other entity, or person having legal capacity under the laws of any jurisdiction, whether or not in full or limited extent, other than the AgeVolt and the Customer.

2.4.23. **Website** means website <https://www.agevolt.com/> or another website of the AgeVolt that may be notified to the Customer by the AgeVolt.

III. Introductory provisions

- 3.1. The AgeVolt is the operator of the Portal developed for the purpose of:
- a. Providing the Charging Point Owner with the opportunity to register the Charging Point owned or in sufficient possession (e.g. lease) by the Charging Point Owner on the Portal and the inclusion of the relevant Charging Point in the network of the Charging Stations listed on the Portal, for purpose of providing the Charging Services;
 - b. Enabling the Customers to use the Portal and all the Services and functionalities available therein, i.e., inter alia, to search for the relevant Charging Point available for charging, to use the Charging Service provided by the relevant EMP and to pay the Tariff by means of the Credit that the Customer is entitled to recharge in accordance with these GTC or by means of any other payment method available on the Portal.
- 3.2. The AgeVolt through the Portal provides the Charging Point Owners, the Customers and the individual EMPs with a platform that interconnects the Portal's users for the purpose of providing and using the Services.
- 3.3. Through the Portal, the Customer has access to the entire network of the charging stations on the Portal, which are available for use by persons on the Portal. The Portal may be configured in such a way that some functionalities, such as viewing the network of charging stations, are possible without concluding a Contract. However, if any Services (fee based or free of charge) are to be provided, they may only be provided on the basis of a previously concluded Contract, i.e. subject to, inter alia, application of these GTC and, in case of the Charging Services, also the GTC Charging.
- 3.4. **Provision of the Charging Services and the GTC Charging.** The provision of the Charging Services is governed by the specific GTC Charging which bind the relevant EMP (i.e. the AgeVolt or another EMP specified for the relevant Charging Point chosen by the Customer to provide the Charging Service). By connecting to the relevant Charging Point, the Customer agrees to the provision of the Charging Service by the EMP of their choice at that Charging Point, subject to the terms and conditions set out in the GTC Charging and at the price pre-determined and displayed for the relevant Charging Point and the relevant EMP. The GTC Charging are available together with these GTC (as the document below) and if the Charging Service is to be provided in a country other than the Slovak Republic, they are localised for that country. All other Services (other than the Charging Services), unless otherwise expressly stated, are localised, and deemed to be provided in the Slovak Republic, regardless of the language used.
- 3.5. **Charging stations sharing.** The sharing of the charging stations is governed by the separate GTC Sharing, which are available [HERE](#). By creating of the permission for sharing of the charging station on the Portal, activating it on the Portal, the contract under the GTC Sharing is created at such moment, the contract under the GTC Sharing with the content of the contract under the GTC Sharing is formed between the entity whose data are filled in via the user account in the Portal (as the customer) and AgeVolt (as the provider). The formation of the contract under the GTC Sharing also occurs in any other manner expressly provided in the GTC Sharing. The person who fills in the details pursuant to this paragraph 3.5. of the customer into the Portal confirms in relation to the contract pursuant to the GTC Sharing all the facts that are confirmed pursuant to paragraph 4.2. (everything contained in points a. to c. of paragraph 4.2.) in relation to the Contract and, in addition, represents and warrants that the customer meets the status of the Charge Point Owner.

IV. Conclusion of the Contract and provision of the Services

- 4.1. If the Portal allows the use of the one-off Service without the Customer Registration, the Contract shall be formed upon activation of the relevant Service, subject to confirmation of the Customer's familiarity with these GTC or any other terms and conditions applicable to the relevant Service, and its term is limited only to duration of the individual Service in question (i.e. it shall terminate upon the provision of the one-off Service and the settlement of any claims arising therefrom). Save for the Contract according to the previous sentence:
- a. the Contract, subject to which is use of the Services that are free of charge, is formed upon

completion of the Customer Registration, regardless of when any module on the Portal is activated and regardless of when the Customer's (any) details are entered into the Portal (see paragraph 4.2.);

- b. the contract subject to the use of any fee-based Services shall commence at the time and in accordance with clause 4.2. below, clause 4.3. shall remain unaffected.
- 4.2. The Customer, respectively the person who has filled in the Customer's details on the Portal (e.g. when creating the "Wallet" or when activating any module into which the Customer data are entered) hereby represents, confirms, and warrants that:
- a. the Customer is fully capable and authorised to enter into the Contract and by entering into the Contract through the Portal undertakes to fulfil all obligations under the Contract;
 - b. the person who has filled in the Customer's details on the Portal or otherwise acts on behalf of the Customer (e.g., a statutory officer, employee, authorized representative, etc.) is authorised to act on behalf of the Customer in such manner;
 - c. all data filled in about the Customer on the Portal are correct.

In connection with this paragraph 4.2. above, the Contract created by the completion of the Customer Registration (see paragraph 4.1.) allows the registered entity to use only Services that are free of charge, whereby the use of the fee-based Services is subject to the formation of the Contract in the manner set out in this paragraph 4.2., respectively 4.3. Each activation or set-up of the relevant module pursuant to this paragraph 4.2. shall create the Contract between the entity (Customer) whose details have been filled in and confirmed (e.g. by the successful creation of the "Wallet") as the Customer and AgeVolt.

- 4.3. Each successful activation or establishment of the module according to paragraph 4.2. always forms another (new) Contract between (i) the entity whose data were entered and confirmed (as the Customer) within the successful activation (resp. creation) of the module in question and (ii) the AgeVolt. In that context, the Customer or the person who has entered the details of that new Customer into the Portal declares and confirms the same facts as set out in paragraph 4.2. above. In this way, several Contracts may be created, always individually between the each new Customer pursuant to paragraphs 4.2. and 4.3., and the AgeVolt.
- 4.4. For the avoidance of any doubt:
- a. the Contracts created in the manner referred to in paragraphs 4.2. and 4.3. (no matter how many are created) shall always bind the single Customer (an entity referred to in paragraph 4.2., resp. 4.3.) on the one hand and the AgeVolt on the other hand; they shall always be individual and separable bilateral Contracts, which are independent of each other;
 - b. Prior to the formation of each of the Contracts pursuant to paragraphs 4.2. and 4.3., the button which gives rise to the formation of the Contract shall be preceded by an indication that the pressing of the said button will give rise to the formation of the Contract pursuant to these GTC or to the formation of the contract pursuant to any other General Terms and Conditions which are to be applied.
- 4.5. Use of the Portal (save for situation stated in paragraph 3.3.) and the Services is possible exclusively on the basis of the Contract; aforementioned does not exclude the possibility of using the one-off Services (including their use without Registration), if available on the Portal.
- 4.6. Customer Registration is only possible if the Customer fills in all the mandatory data at the same time and chooses their own login data and password, through which the Customer will log in to their user account on the Portal. The Customer is responsible for keeping the password secret and protected and not disclosing it to any Third Party. In the event that the Customer suspects a possible misuse of his password or login details to his user account, the Customer is obliged to change his password immediately and inform the AgeVolt of the said fact. The AgeVolt is entitled to set minimum security requirements for the strength of the password (e.g., minimum number of characters and necessary types of characters, etc.).
- 4.7. The Customer expressly acknowledges and agrees that the User Account established through the Customer Registration is intended solely for the person who, or for whom, the Customer Registration

was made and that the Customer is not authorized to make his/her own User Account available to any other person, nor to transfer or assign his/her privileges in connection with the use of the Services to any other person. The person who controls the user account is responsible for ensuring that they are authorised to act on behalf of all the Customers to whom the user account relates (e.g. in name and on behalf of all the Customers having created the “Wallet” in the user account on the Portal). This Paragraph 4.7. also does not preclude future functionalities allowing, for example, fleet management and accounts, i.e. the creation of a master account and individual sub-accounts that can be related to either specific persons and/or vehicles; more detailed terms and conditions will be specifically determined on the Portal for each particular type of such specific accounts.

- 4.8. The Customer acknowledges and agrees that the AgeVolt shall in no event be legally liable for any damages incurred by the Customer as a result of the Customer's failure to check the information so provided or the information not being updated by the Customer in accordance with the actual status.
- 4.9. After completing all mandatory data for the purpose of Customer Registration, the Customer will receive a verification link to the email address provided by the Customer in the Customer Registration process. The Customer Registration is deemed to be duly completed and the Customer is entitled to use the Portal by clicking on the verification link sent to the Customer. The Customer acknowledges and agrees that the AgeVolt has the right in justified cases not to allow the Customer Registration despite the fulfilment of the Customer Registration conditions, or to prevent the Customer from using the Services on the Portal, in particular due to reasonable suspicion that there may be misuse of data, perform any illegal activities, etc.
- 4.10. On the basis of the Contract, the Customer is entitled to use the Portal and to use all the Services available therein. The use of the Services consisting in the use of the Portal as such (i.e. the ability to search for charging stations, etc.) is provided free of charge to the Customer. However, the above does not apply to the use of fee-based Services available on the Portal. In case of the fee-based Services, the Customer is always provided in advance on the Portal with their price (or Tariff), as well as with the individual conditions for the use of the particular Service, if any, and with all other required information.
- 4.11. The Customer also acknowledges that in order to use any fee-based Services, it is necessary to provide the AgeVolt or the provider of the payment services with additional data, beyond the data required for the Customer Registration, by filling in the relevant mandatory data on the Portal, in particular, but not limited to, the data required for billing, if requested by the Customer (first name, last name, business name, residence, registered office, place of business, VAT ID, VAT ID, etc.), and furthermore, it may be necessary to provide the necessary payment data and payment card data (card number, expiry date, CVV, etc.) for payment purposes, depending on the chosen payment method.
- 4.12. Save for the one-off Services, the Contract is concluded for an indefinite period of time, with the provision of the fee-based Services, unless they are one-off Services, occurring on a periodic basis. The period of provision of the Services is indicated on the Portal for each fee-based Service; if the Service allows for the choice of the periodicity of the Service, the periodicity of the Services will correspond to the choice made by the Customer (e.g. monthly, quarterly, annually, after the specified amount of Credit has been used up, etc.); the choice may be changed with effect from the end of the current chosen periodicity. In the case of the one-off Service, the duration of the Contract is governed by paragraph 4.1., second sentence.
- 4.13. At the end of each period, there is a taxable performance, i.e. at the end of each period, the Customer is issued an invoice for the Services used during the period in question in accordance with the provisions of paragraphs 6.6. and 6.7. below, which remain unaffected.
- 4.14. The Customer confirms that they are entitled to dispose with the funds used to top up the Credit and to pay for the Services and is obliged to refrain from any unlawful transactions with any funds through the Credit and the Portal.

V. Provision of the Services

- 5.1. More detailed terms and conditions for the provision and use of the individual Services shall be specified for the respective Service on the Portal and shall be available to the Customer in advance either

in the Service description or as separate general terms and conditions (such as the GTC Charging). Prior to commencement of the provision of any fee-based Service, the Customer's acknowledgement of the terms and conditions of the relevant Service is required, such acknowledgement will be recorded.

- 5.2. The Customer acknowledges that the AgeVolt is entitled to restrict or suspend the provision of the Services in relation to a particular Customer if (i) the Customer is in breach of these GTC, the Contract, the terms and conditions of provision of the relevant Service, and/or the applicable law, (ii) the Customer fails to perform acts that are necessary under the Contract, the GTC or the terms and conditions of provision of the relevant Service as a condition of use of the Services, and/or if (iii) the applicable law requires so. The Customer further acknowledges that the AgeVolt is entitled to restrict or suspend the provision of the Services for technical or operational reasons, for the necessary period of time. As far as reasonably practicable, the AgeVolt will give Customer reasonable advance notice of the planned restriction.

VI. Tariff and Credit

- 6.1. Unless otherwise expressly stated on the Portal, the Services are provided for a fee (Tariff or otherwise named price of the Service), which is set on the Portal for the individual Service and is available to the Customer in advance.
- 6.2. The Tariff is determined in euros (EUR), including VAT, unless expressly stated otherwise.
- 6.3. The Customer acknowledges that it is technically only possible to use the Services on the basis of sufficient Credit held by the Customer on the Portal, or on the basis of payment of the price of the Services by any other payment method available for this purpose on the Portal.
- 6.4. The Customer is entitled to purchase (i.e. "top up") Credit on the Portal at any time through the Portal's dedicated functionality and is also entitled to request a refund of the remaining unused Credit at any time through the Portal's dedicated functionality. The remainder of the unused Credit will be refunded to the Customer within 14 days from the date of receipt of the Customer's email request. The amount of the Credit that the Customer has requested to be refunded will be blocked on the Portal from the time of the request until a payment order is entered to refund the amount to the Customer (at which time the Credit will be reduced by that amount), which the Customer agrees to. Unused Credit shall not be forfeited to the Customer over time and shall remain in the unused amount on the Portal. A summary of the Credit top-ups (including automatic top-ups) is available to the Customer in the Customer's account on the Portal. The full unused Credit will always be returned to the Customer in the event of termination of the Contract (also within 14 days).
- 6.5. The Customer is entitled to select the functionality on the Portal "Automatic Credit Renewal" and choose an amount from among the amounts available on the Portal for each type of charging - AC / DC or for other Services (e.g. EUR 5, EUR 10, etc.), by which the Credit will be automatically increased (i.e. the amount selected by the Customer will be automatically withdrawn from the payment card, the details of which the Customer has entered on the Portal), whenever the Credit is close to the amount EUR 0 or reaches another low value indicated by the AgeVolt on the Portal depending on the respective type of charging - AC / DC, or depending on the type of other Service. The Customer, by selecting the functionality "Automatic Credit Renewal" and the respective amount, agrees to the above and until the functionality "Automatic Credit Renewal" is deactivated on the Portal, the Customer agrees to be obliged to make payment to the extent indicated (the text of the Customer's specific consent is indicated on the Portal in advance when selecting "Automatic Credit Renewal" and is recorded at the time of selection; the Customer acknowledges that without the said consent (which is granted by activating the relevant functionality), Automatic Credit Renewal is not possible, as its essence is the making of a payment). The Customer is entitled to deactivate the "Automatic Credit Renewal" functionality at any time through the Portal without giving any reason, as well as to change the amount of the automatically renewed (increased) Credit amount to another amount available on the Portal. The AgeVolt has the right to change the configuration options of the "Automatic Credit Renewal" setting at any time. If the option selected by the Customer is no longer supported after the change has been made, the AgeVolt has the right to deactivate the "Automatic Credit Renewal" feature for the Customer and has the obligation to inform the Customer of this no later than at the moment of deactivation. The Customer is then entitled to activate the "Automatic Credit Renewal" and choose any of the configurations offered

by the Portal.

- 6.6. With regard to the use of fee-based Services on a periodic basis with payment by means of the Credit (e.g. the Charging Services), the billing shall always take place at the end of the current period in which the Services are provided (typically a calendar month or in a period selected by the Customer or otherwise agreed), considering the periodicity of the provision of the Services. In respect of the Services that are not being paid by the Credit, or are provided on a one-off basis, or in respect of Services for which specific billing terms are specified on the Portal, billing occurs as follows:
- a. for the Services that are not being paid by the Credit, unless they are a one-off Service (see b. and c. below), billing occurs at the beginning of the period for which the Service is provided, unless otherwise stated in the individual terms and conditions for the respective Service;
 - b. for the one-off Services where the final price of the Service can be determined in advance, invoicing takes place immediately before the provision of the individual Service;
 - c. for the one-off Services where it is not possible to determine the final price of the Service in advance (e.g. the Charging Services), invoicing takes place immediately after the provision of the individual Service, i.e. when the final price of the individual Service is known;
 - d. for the Services for which special billing conditions are specified, billing shall take place in accordance with those special billing conditions.
- 6.7. The invoice will contain all the elements of a tax document and the invoice will be accompanied by a summary of the individual Services provided or the summary will be incorporated directly into the invoice (in which case the invoice will have no attachment). The Parties agree that the invoice and its attachments may be sent to the Customer in electronic format (.pdf or other standard and customary format) to the Customer's email address provided on the Portal. For the avoidance of any doubt unless the Customer has the negative Credit at the end of the period of provision of the Services (to which the invoice relates), the invoice will state the amount to be paid as EUR 0 in respect of ongoing payments for the Services by way of the Credit.
- 6.8. Following the paragraphs of this Article VI. above, the use of the Services by the Customer is technically possible (to ensure the functioning of the Services and the operation of the Portal) only on the basis that the Customer allows the AgeVolt to accept payments for the Services provided, made in the form of recharging the Customer's Credit, from the Customer's payment card through the Portal, or on the basis of the Customer's use of another payment method chosen among the payment methods available on the Portal (which may include, for example, the possibility of a one-time payment, etc.). For this purpose, in the case of the use of a payment card, the Customer shall provide on the Portal (in the Wallet related to the Customer) the details of the Customer's payment card, which must be valid and authorised by the issuing bank (or other institution authorised to do so under applicable law). At the same time, if the Customer uses the "Automatic Credit Renewal" function or wants the payment card data to be remembered to facilitate future payments, it is technically necessary on the part of the Customer to grant the payment service provider or other entity holding the card data (e.g. for Apple Pay, Google Pay, etc., if the said services allow it) consent to the storage of the payment card data and its use by the AgeVolt for the payment of payments for the Services provided, or for the payment of the Tariff for these purposes. By providing payment card details to the payment service provider, the Customer agrees that the AgeVolt shall be entitled to initiate the Credit payment from the Customer's payment card in question under the terms and conditions set out in these GTC to the extent enabled by the Customer on the Portal (i.e. active recharge of the Credit by the Customer based on the Customer's action and/or automatic renewal of the Credit to the extent specified by the Customer).
- 6.9. The Customer is responsible for ensuring that they have sufficient funds on the payment card to be used for the purpose of payment of the Credit, that the payment card is valid, that it is not blocked, and for taking the necessary steps to enable the payment of the Credit from the Customer's payment card at the relevant time. The Customer is further responsible for being the authorised dispenser of the Customer's payment card and for paying the Credit legitimately, i.e. the payment of the Credit does not lead to misuse of the Customer's payment card. The Customer acknowledges that a breach of these provisions will give rise to liability of the Customer to the person whose payment card has been misused and may

also give rise to liability of the Customer for damages caused to the AgeVolt.

- 6.10. The credit is deemed to have been paid when the correct amount of funds is credited to the AgeVolt's bank account or to the AgeVolt's (sub)account in the relevant payment gateway, platform, or other payment functionality, if used.
- 6.11. The Customer acknowledges that some or all of the Credit and/or Tariff payment options may be referred to on the Portal as the "Wallet" module or similar. Unless specific terms and conditions or other terms and conditions are issued for such options or module, or another separate agreement is entered into by the Parties, these GTC, in particular (but not limited to) this Article VI. above, shall apply in full to such options or module. Through these modules, the Customer may also be able to pay for the AgeVolt's goods and services other than the Services.

VII. Liability for damage and defects

- 7.1. **Liability for damage and defects towards the Customer - Consumer.** The AgeVolt shall be liable to the Customer - Consumer for defects and damage to the extent set forth by the applicable law. Nothing in these GTC shall be interpreted, nor applied as limiting the AgeVolt's liability to the Customer - Consumer beyond that permitted by the applicable law (see Article XII. below). For the rights of the Customer - Consumer and further information, see Annex 2 to these GTC.
- 7.2. **Liability for violations not caused by the AgeVolt.** The Customer acknowledges that the AgeVolt cannot be liable to the Customer for damages or other consequences caused to the Customer as a result of an act or omission of the Charging Point Owner or in connection with an act or omission of the Customer (e.g. improper technical condition of the electric vehicle, handling of the Charging Point in violation of the technical instructions, information on the Portal, etc.). The acts or omissions of the Charging Point Owner are the sole responsibility of such Charging Point Owner and the Customer is responsible for the acts or omissions of the Customer to the extent that they have caused damage. This paragraph 7.2. does not exclude or limit the AgeVolt 's liability to the extent that the AgeVolt breaches its legal duty and thereby causes damage to the Customer.
- 7.3. **Outages.** The AgeVolt shall not be held liable for any outages in the use of the Portal, nor for outages of the Services caused by load, overload and/or failures of the electrical, data or other network or other similar operational or technical causes or other external causes (i.e., those not under the control of the AgeVolt).
- 7.4. **Scope of compensation (Customer - Entrepreneur).** The Parties agree that in the contractual relationship between the AgeVolt on the one hand and the Customer - Entrepreneur on the other hand, only actual direct damage shall be compensated within the scope of compensation pursuant to Sections 379 and 380 of the Commercial Code, unless otherwise expressly agreed. For the avoidance of any doubt, but without limitation of the preceding sentence, neither lost profits nor any indirect, consequential, punitive, exemplary, or other similar damages and fulfilments, nor costs shall be compensated in such a contractual relationship. Aforementioned limitation shall not apply to damages caused intentionally or through gross negligence, nor to damages caused by the operation of a motor vehicle (including an electric vehicle). However, for the purposes of Section 379 of the Commercial Code, the AgeVolt and the Customer- Entrepreneur does not assume that the AgeVolt may cause the Customer-Entrepreneur greater damages that are subject to indemnification pursuant to the provisions on liability for damages and this paragraph 7.4. than EUR 100 per one damage event or one series of immediately following damage events; the damage amount being in excess of the said amount shall not be indemnified by the AgeVolt.
- 7.5. **Liability for defects and complaints.** The details for submission of complaints and claims from defects are set out in the Complaints Procedure available on the website www.agevolt.com. For the rights of the Customer - Consumer, including claims from defects, see also Annex 2 of these GTC.
- 7.6. **Force Majeure.** The Parties shall not be liable for any delay or failure to perform any obligation under these GTC and/or the Contract, nor for any damages caused as a result of an unexpected event beyond their control, in particular force majeure, fire, flood, war, civil war, sabotage, strikes, laws, decrees, ordinances, rules or regulations of the state and other circumstances beyond the control of the Party concerned, or which are circumstances excluding liability under applicable generally applicable law

(see Art. XII. of these GTC). This does not apply if the Party was in default or breach of duty at the time the force majeure circumstance occurred. For the avoidance of doubt, force majeure cannot affect the payment of monetary obligations.

VIII. Grant of the Licence

- 8.1. The AgeVolt grants the Customer the License, and therefore the AgeVolt's consent to use the Portal and the related Services for the Customer's needs to the extent functionally (in terms of use) limited exclusively to the proper use of the Portal and the Services, without territorial limitation and for the duration of the Contract (note: time limitation).
- 8.2. The license is granted to the Customer as non-exclusive.
- 8.3. Upon termination of the Contract, the Customer is not entitled to use the Portal and the AgeVolt reserves the right to block, delete, or remove the Customer's user account without prior notice. This is without prejudice to the AgeVolt's obligation to archive those data that are so provided for by applicable law; and is without prejudice to the AgeVolt's right to dispose of the data that it is entitled to dispose of in accordance with the applicable law.
- 8.4. The license is granted to the Customer gratuitously and without the AgeVolt's right to any consideration.
- 8.5. Customer is not entitled to grant the Licence, or any part thereof, under these GTC to any Third Party (sub-licence), nor to allow any Third Party to access the Portal.
- 8.6. The Customer shall not be entitled to assign the Licence in whole or in part to the any Third Party.
- 8.7. The AgeVolt represents that it has all rights in and to the Portal, for any use of the Portal or any portion thereof by the Customer, to grant the License to the Customer and has therefore duly, fully, at its sole cost and expense, and with due care, settled all copyrights and rights related to the copyright on the Portal.
- 8.8. Customer acknowledges that all ownership rights and other rights in and to the Portal are and shall remain the property of the AgeVolt during the term of the License. All intellectual (including industrial) property rights contained on the Portal are and shall remain the property of the AgeVolt during the term of the License and are protected by copyright law (or other similar law) and other laws. The Customer shall have no right to dispose with these rights.
- 8.9. The Customer acknowledges and agrees that they are entitled to use the Portal only in the manner for which the Portal is intended, in accordance with these GTC. Without limiting the foregoing, the Customer shall not be entitled in particular, but not exclusively:
 - a. modify the Portal in any way, or interfere with it in any way, other than in a way that, in normal use, its user interface allows for the proper use of its functionalities of the Portal;
 - b. allow the use of the Portal in any way that would be contrary to the provisions of these GTC, as well as other documents relating to the use of the Services, in particular, the Customer undertake not to allow access to the Portal to any unauthorised person;
 - c. use the Portal other than as provided in these GTC or in violation of other documents relating to the use of the Services;
 - d. reproduce or publicly distribute the content of the Portal or any part thereof;
 - e. decompose (decompile) the Portal, analyse backwards (so called "reverse engineering") or otherwise attempt to obtain the source code of the Portal or the other software of the AgeVolt;
 - f. transmit files containing viruses, corrupted files, or any other programs that may damage or adversely affect the operation of the Portal;
 - g. otherwise interfere with the Portal, compromise the functionality of the Portal, or act in a manner that could jeopardize the rights or legally protected interests of the AgeVolt.
- 8.10. The Customer agrees not to send the AgeVolt illegal information or content, misinformation, or misleading information, as well as content that contains viruses or may cause interruption or damage to the Portal or the servers used by the AgeVolt.
- 8.11. Customer shall be liable for any damages incurred by the AgeVolt, the Charging Point Owner, the EMP

and/or any Third Party as a result of the Customer's breach of any of Customer's obligations under this Article VIII. GTC, or in the event of any infringement of the AgeVolt's copyrights.

IX. Termination of the Contract

- 9.1. The Customer is entitled to terminate the Contract at any time, as well as to terminate the use of the Portal by logging out of their user account on the Portal or by cancelling it. The Customer acknowledges that due to the nature of the Service, it is not possible to terminate the Contract and the use of the Portal for technical reasons while the particular Charging Service is being provided - it is first necessary for the Customer to terminate the use of the Charging Service.
- 9.2. The AgeVolt reserves the right in justified cases (e.g. violation of: the terms of these GTC, protection of the reputation of the AgeVolt, etc.) to withdraw from the Contract with the Customer, to block and permanently disable the Customer's user account, or to prohibit the any further registration of the particular Customer. the AgeVolt shall not be liable for any losses incurred by the Customer in such event.
- 9.3. The Customer - Consumer is entitled to withdraw from the Contract within 14 (fourteen) days, even without giving any reason, while the said period starts from the date of conclusion of the Contract (see paragraphs 4.1. to 4.3.). Withdrawal from the Contract must be delivered by the Customer in writing to the address of the AgeVolt's registered office: the AgeVolt Slovakia s. r. o., Jarošova 1, 831 03 Bratislava, Slovak Republic, or electronically (by e-mail) to the following e-mail address: helpdesk@agevolt.com or via the Portal's dedicated functionality, if available. The Customer - Consumer has the possibility to withdraw from the Contract using the sample form, which is attached as Annex 1 to these GTC.
- 9.4. In the event of withdrawal from the Contract, the AgeVolt shall return to the Customer without undue delay, but no later than within 14 (fourteen) days from the date of receipt of the notice of withdrawal from the Contract, all payments received from the Customer which the Customer has not used to pay for the Services to the provision of which the Customer has consented prior to the expiry of the 14-day withdrawal period, after having read the relevant information (e.g. unused Credit), without applying any additional charges associated with the return of the payments to the Customer. The AgeVolt will refund payments to the Customer by transfer to the Customer's bank account listed on the Portal (if there is no bank account, to the bank account notified by the Customer to the AgeVolt); as far as the technology of the payment method allows, payments will be refunded directly to the payment card or other means used by the Customer or to the corresponding bank or other account.
- 9.5. **The AgeVolt hereby informs the Customer - Consumer about his rights to withdraw from the contract concluded at a distance, about the obligations of the AgeVolt, and about other legal facts arising from the legislation on consumer protection in the field of distance sales:**
 - a. During the first 14 days after the conclusion of the Contract, before providing the Service or Service, the AgeVolt is obliged to request from the Customer - Consumer an explicit consent to start the provision of the service before the expiry of the withdrawal period and a statement that the Customer has been duly informed about the above. The Customer acknowledges that by providing such consent, the Customer loses the right to withdraw from the Contract after the full provision of the individual service (i.e. in relation to the partial provision of the individual Service, this point in time occurs after the full provision of the individual Service). If the Customer withdraws from the Contract in accordance with these GTC, and prior to the commencement of the provision of the Services the Customer has expressly consented to the provision of the Services, the Customer shall pay to the AgeVolt the price for the performance actually provided up to the date of receipt of the notice of withdrawal from the Contract (i.e. pay the Tariff for the Services used, as well as for any additional Services provided, if any, if they have been charged for and the Customer -Consumer has duly consented to their provision and payment even prior to the expiration of the period for withdrawal).
 - b. The Customer - Consumer shall not be entitled to withdraw from the Contract, the subject of which is (i) the provision of the Service, if its provision has commenced with the express consent of the Customer and the Customer has declared that they have been duly instructed that by expressing such consent the Customer loses the right to withdraw from the Contract after the full

provision of the Service, and if the full provision of the Service has taken place, (ii) for other reasons expressly provided for in the applicable law.

Additional information: notwithstanding point b. above, the Customer is always entitled to withdraw from the Contract based on a special agreement of the Parties within the meaning of paragraph 9.1 above, i.e. the Customer's right to withdraw from the Contract is not affected by the provision of the partial Service, i.e. this right is always broader than required by the applicable law.

X. Personal data

- 10.1. The data controller in relation to personal data is: (i) AgeVolt Slovakia s. r. o., with registered office at Jarošova 1, 831 03 Bratislava, Slovak Republic, ID No.: 46 479 848, a company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 78174/B; and (ii) AgeVolt j. s. a., with registered office at Tatranské námestie 3, 058 01 Poprad, Slovak Republic, ID No: 53 613 988, a company registered in the Commercial Register of Prešov, Section: Sja, Insert No: 21/P, as joint controllers, and process them in accordance with the GDPR Regulation, other applicable regulations, and the privacy policy adopted by the joint controllers, which must be in accordance with applicable law; to all of the above, the AgeVolt undertakes.
- 10.2. Further information on the processing of personal data by the AgeVolt (the joint controllers referred to in paragraph 10.1. above) can be found directly on the Portal in the section "Privacy Policy", including an indication of the adopted privacy policy.

XI. Communication

- 11.1. Information on the terms and conditions of the Services are available to Customers on the Portal.
- 11.2. In matters of communication with Customers and matters relating to these GTC, or the Contract, or the provision of the Services, the AgeVolt primarily use electronic communication (email) as well as the Portal. In cases where, pursuant to these GTC, notification of facts to the Customer is envisaged by notification via the Portal, such notices shall be deemed to have been notified to the Customer by posting them on the Portal, which shall always be notified to the Customer via the Portal in an appropriate and recorded manner (e.g. notification, etc.) and delivered in accordance with paragraph 11.5 below.
- 11.3. Communication between the Customer and the AgeVolt takes place, according to the Customer's choice, in Slovak or English.
- 11.4. For the purposes of contacting the AgeVolt under these GTC and the Contract, the Customer is also entitled to contact the AgeVolt in the following manner:
AgeVolt Slovakia s. r. o., Jarošova 1, 831 03 Bratislava, Slovak Republic
Telephone number: +421 2 221 222 11; e-mail: helpdesk@agevolt.com
- 11.5. Documents shall be delivered by post, courier service or electronic means (e-mail) to the agreed address, to the address of the registered office or residence of the other Party or to the address designated by the Parties for this purpose, or through the Portal's dedicated functionality, if available. The date of delivery in the case of personal delivery or delivery by courier shall be deemed to be the date on which the addressee receives or refuses to receive the document. For the avoidance of any doubt, any written item sent by the AgeVolt to the Customer shall be deemed to have been delivered to the addressee no later than the expiry of the tenth (10th) business day after the item was sent to the last known address or registered office of the Party, unless a different time of delivery is proven. Documents delivered by email, or the Portal shall be deemed to have been delivered on the next business day following the date of dispatch, unless a different date of delivery is proved. For the avoidance of doubt, all documents under the Contract may also be served by email, whether in text or as a scan. The following may be used for this purpose: (i.) for the AgeVolt (for both sending and receiving) the AgeVolt emails specified in these GTC or as otherwise notified by the AgeVolt; and (ii.) for the Customer (for both sending and receiving) the email specified on the Portal (i.e., that the Customer used to register or subsequently changed on the Portal).
- 11.6. If there are multiple Customers registered within one user account on the Portal (see paragraph 4.3.), the following applies to communication via the Portal:
- a. Unless the sender (as one of the Customers within the user account in the Portal) is specified

within the sending of a message by the Customer, or unless the message is sent within the respective Wallet (note: the Wallet always belongs to one specific Customer), the message is sent by all the Customers registered within the user account on the Portal, i.e. the message is sent to the AgeVolt by each of the Customers separately. Aforementioned applies to all the actions that can be communicated pursuant to these GTC and the Contract.

- b. If the AgeVolt sends a message to the Customer and does not specify the specific Customer to whom the message is addressed or does not send the message to the specific Customer in their Wallet, the message is deemed to be sent to all the Customers within the relevant user account on the Portal (to each individually and separately). Aforementioned applies to all actions that are communicated pursuant to these GTC and the Contract.

XII. Applicable law and dispute resolution

- 12.1. These GTC and the legal relationships arising under them and/or the Contract, or relating to these GTC and/or the Contract, or in connection with these GTC and/or the Contract, including related non-contractual obligations, quasi-obligations and other similar legal relationships relating to these GTC and/or the Contract, including questions of their validity, interpretation, etc., shall be governed by the substantive law of the Slovak Republic, with the exclusion of conflict of laws rules and to the exclusion of other legal instruments (such as CISG, etc.). The foregoing shall also apply if the Customer is a foreign person or a stateless person, unless otherwise stated in these GTC and/or the Contract.
- 12.2. All disputes arising out of or in connection with the Contract and/or these GTC or in connection with these GTC and/or the Contract, including disputes concerning the validity, interpretation and termination of the Contract and/or the GTC, the AgeVolt and the Customer shall attempt to resolve by agreement as a matter of priority. If no agreement is reached, the dispute shall be finally decided by a Slovak court based on the rules of local, subject matter and functional jurisdiction under the Civil Procedure Code. This paragraph 12.2 shall not apply at all if the Customer is the Customer – Consumer, while the statutory provisions shall apply.
- 12.3. If the Customer is the Customer – Consumer, the choice of applicable law pursuant to paragraph 12.1. cannot lead to the non-application of such legal rules of the law of the country of the Customer-Consumer's habitual residence (if it is at the same time the same country in which the AgeVolt provides the Services on the basis of these GTC), which cannot be derogated from by agreement.
- 12.4. In addition to the rights above, the Customer – Consumer is entitled to use the online alternative dispute resolution platform established by the European Commission (EU) available here: <https://ec.europa.eu/consumers/odr/>.

XIII. Final provisions

- 12.1. These GTC in their current and effective version and the Contract shall remain in force throughout the validity and effectiveness of the legal relationship between the AgeVolt and the Customer established by the Contract, and even after their termination, until all claims arising therefrom are settled in full.
- 12.2. The Parties had expressly agreed that the AgeVolt shall be entitled to unilaterally change this GTC. The AgeVolt notifies changes to the GTC by posting them on the Portal, at least 15 (in words: fifteen) days in advance (before the change takes effect), and by sending the changed GTC to the Customer's email address provided by the Customer as part of the Customer Registration process. The reasons for changing the GTC are in particular (i) a change in the relevant legislation or a requirement of the competent authorities, (ii) a change in external factors affecting the Services and electromobility as such (technical requirements, development, etc.), (iii) changes, in particular improvements to the Services, including new Service options, charging, (iv) other necessary changes or modifications to the GTC. In the event of disagreement with the amended GTC, the Customer is entitled to terminate the use of the Services by cancelling their Customer Registration and logging off from the Portal and thereby terminate the Contract with immediate effect, the above may also be done by the Customer by delivering a written notice or by sending an email to helpdesk@agevolt.com, provided that if the Customer fails to do so within the period until the amended GTC come into force (which is a minimum of 15 days in accordance with this paragraph 12.2.), the contractual relationship between the Customer and the AgeVolt shall be governed by the amended (new) GTCs, which have been amended and notified

in accordance with this paragraph 12.2.

- 12.3. In the event that any provision of these GTC and/or the Contract is or becomes invalid, ineffective or unenforceable for any reason whatsoever, this shall not and shall not have the effect of rendering the remaining provisions of these GTC and/or of the Contract invalid, ineffective or unenforceable, the AgeVolt shall promptly replace the affected provision with a new provision, if possible, of similar legal and economic significance, following the procedure set out in paragraph 12.2. above. The Customer's right under paragraph 12.2. above shall remain unaffected.

Annex No. 1 SAMPLE - WITHDRAWAL FORM

(Note: this form is also sent to the Customer - Consumer as a separate document).

(Fill in and send this form only if you wish to withdraw from the contract)

Addressee:

AgeVolt Slovakia s. r. o.

Jarošova 1

831 03 Bratislava

Slovak Republic

E-mail: helpdesk@agevolt.com

I hereby notify you that I withdraw from the Contract for the provision of the Services provided through the AgeVolt Portal.

The name and surname of the withdrawing consumer:

The address of the withdrawing consumer:

In _____, on

15

Signature of the consumer

(only if this form is sent by post)

Annex No. 2 – Further rights of the Customer – Consumer and further information for the Customer – Consumer

Applicable in the country: the Slovak Republic. (Note: the Services being provided by the Portal, except of the Charging Services, are provided in the Slovak Republic for all the Customers).

1. Complaints and supervisory authority in the Slovak Republic:

For details on how to make a complaint, including procedures and forms, see:

<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

The supervisory authority in the Slovak Republic is:

Slovak Trade Inspection (Slovenská obchodná inšpekcia - SOI)

SOI Inspectorate for the Bratislava Region (Inšpektorát SOI pre Bratislavský kraj)

with registered office at Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, Slovak Republic

Supervision Department, tel. 02/58 27 21 72, 02/58 27 21 04,

Consumer Protection Department, tel. 02/58 27 21 56

<http://www.soi.sk>

<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

2. Basic rights of the Customer - Consumer under Slovak law:

The AgeVolt shall be liable to the Customer - Consumer for defects pursuant to Sections 622 and 623 of Act No. 40/1964 Coll., Civil Code, these sections read as follows:

"§ 622

(1) *If the defect can be remedied, the buyer has the right to have it remedied free of charge, in a timely and proper manner. The seller is obliged to remove the defect without undue delay.*

(2) *The buyer may, instead of removing the defect, require the replacement of the item or, if the defect concerns only a part of the item, the replacement of the part, if this does not incur disproportionate costs for the seller in relation to the price of the goods or the severity of the defect.*

(3) *The Seller may always replace the defective item with a faultless one instead of removing the defect, if this does not cause serious difficulties for the Buyer.*

§ 623

(1) *If there is a defect which cannot be removed and which prevents the thing from being properly used as a thing without defect, the buyer has the right to exchange the thing or has the right to withdraw from the contract. The same rights shall apply to the buyer if the defect is a remediable defect, but if the buyer cannot properly use the item due to the reoccurrence of the defect after repair or due to a greater number of defects.*

(2) *If there are other irremediable defects, the buyer is entitled to a reasonable discount on the price of the item."*

The AgeVolt hereby makes the Customer - Consumer aware and the Customer - Consumer acknowledges that the AgeVolt does not supply goods (tangible thing) but provides the Services, therefore - taking into account the nature of the performance - naturally those rights which by their nature apply exclusively to goods as tangible thing cannot be applied.

For details regarding complaints and claims from defects, see the Complaints Procedure available on the website www.agevolt.com. For other rights of the Customer – Consumer, see the GTC.

3. Additional information provided to the Customer - Consumer on the basis of mandatory provisions of the law:

As the subject of performance under the Contract is not the delivery of goods, no costs for the return of the goods may occur, i.e. no related charges can be charged upon withdrawal from the Contract or in other situations.

Note: All other information that the AgeVolt is obliged to provide to the Customer - Consumer prior to the conclusion of the Contract or prior to the placing of the order are set out in the GTC and in the Complaints Procedure.

GENERAL TERMS AND CONDITIONS - ELECTRIC VEHICLES CHARGING

General Terms and Conditions, EU version 1.0.0., effective from March 14th, 2023.

(Capitalised terms as defined in paragraph 2.4. below)

E-Mobility Provider:

AgeVolt Slovakia s. r. o., with registered office at Jarošova 1, 831 03 Bratislava, Slovak Republic, ID No.: 46 479 848, company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 78174/B; **or another EMP selected for the Charging Services by the Customer at the relevant Charging Point (as listed on the Portal) prior to the charging.**

I. Introductory provision

- 1.1. These General Terms and Conditions for Electric Vehicles Charging (the "**GTC Charging**") govern the rights and obligations of the Parties in the provision of the Charging Services between the EMP as listed on the Portal at the individual Charging Point (i.e. the AgeVolt or the another EMP), as the provider of the Charging Services; and the Customer, as the recipient of the Charging Services from the Customer's chosen EMP. The Charging Services are provided in the country in which the Charging Point is located by the relevant EMP available for that Charging Point, chosen by the Customer to provide the Charging Services.
- 1.2. The Customer is entitled to choose which of the available EMPs for the relevant Charging Point it chooses and enter into a legal relationship with it governed by these GTC Charging, unless specific general terms and conditions for the individual EMP are available. The AgeVolt confirms that, unless other general terms and conditions are listed and, in any way, available on the Portal for the relevant EMP, the relevant EMP is bound by these GTC Charging and shall comply with them.

II. Definitions

- 2.1. Art. II of these GTC Charging has not only a definitional nature, but has a normative nature, i.e. sets rights and/or obligations that are binding on the Parties in the same way as the other provisions of these GTC Charging.
- 2.2. The headings (titles) of the individual articles as well as the individual paragraphs (if any) are given for ease of reference only and have no influence on the interpretation of these GTC Charging.
- 2.3. Unless otherwise implied by these GTC Charging, words used in these GTC Charging in the singular shall also refer to the plural and vice versa.
- 2.4. Terms and expressions defined and used in these GTC Charging have the following meanings:
 - 2.4.1. **AgeVolt** means AgeVolt Slovakia s. r. o., as further specified in the header of these GTC Charging, which is the operator and owner of the website www.agevolt.com, or other related websites "Agevolt" and the Portal; and may also act as the EMP.
 - 2.4.2. **Charging Point** means a part of a charging station as a dedicated electronic technical device - innovative charging system for electric vehicles (BEV, PHEV or other vehicles enabling charging), which is owned or used by the Charging Point Owner (usually a person other than the EMP) and which is made available to the Customer through the Portal. For the avoidance of doubt, unless expressly agreed otherwise, the Charging Services via the Charging Point are not provided to the Customer by the Charging Point Owner, but by the EMP selected by the Customer.
 - 2.4.3. **Charging Point Owner** means an entity that is the owner or a sufficiently authorised user (e.g. lessee) of the Charging Point and that has entered into a contractual relationship with AgeVolt in order to take advantage of the possibility of making its or the used Charging Point available for the charging of electric vehicles by Customers; the owner of the Charging Point for the purposes of this definition and the GTC Charging may also be the AgeVolt. For the avoidance of doubt, unless otherwise expressly agreed (e.g. via the Portal), the Customer, in relation to the Services under these GTC Charging, does not enter into a legal relationship with the Charging Point Owner, but with the EMP as the provider of the Charging Services.

- 2.4.4. **Charging Service** means the service provided by the EMP to the Customer as described in paragraph 3.4 of these GTC Charging.
- 2.4.5. **Commercial Code** means the Slovak Act No. 513/1991 Coll., the Commercial Code, as amended.
- 2.4.6. **Consumer** means a natural person who, when using the Services through the Portal is not acting within the scope of their trade or other business; nor is acting within the scope of their employment or profession, or otherwise acting on behalf of and/or on behalf of a business entity.
- 2.4.7. **Contract** means the contract for the provision of Charging Services concluded between EMP on the one hand and the Customer on the other hand within the meaning of paragraph 3.2 of these GTC Charging.
- 2.4.8. **Credit** means the amount paid by the Customer through the Portal for payment of the Tariff or for payment of other fulfilments, if agreed by the Parties and used by the Customer. The Credit displayed to the Customer on the Portal always reflects the Customer's current Credit.
- 2.4.9. **Customer** means an entity that is interested in using the Charging Services from the EMP as the Party of the Contract; the Customer may be (i) a natural person - Consumer or Entrepreneur, or (ii) a legal person - Entrepreneur.
- 2.4.10. **EMP** means the entity that provides the Charging Service to the Customer. The EMP is listed separately for each of the Charging Points and is usually (but not necessarily) also the AgeVolt at each of the Charging Points. There may be multiple EMPs operating within the single Charge Point, and these may have different prices displayed to the Customer (separately for each of the EMPs).
- 2.4.11. **Entrepreneur** means a person (i) who is registered in the relevant commercial register, (ii) who is carrying on business under a trade licence, (iii) who is carrying on business under a licence other than a trade licence pursuant to special regulations, (iv) who provides his/her business registration by its filling into the Portal, including but not limited to a public authority and a local or regional government entity, or (v) any other entity that is deemed to be an entrepreneur under the laws of the country of residence, domicile or registration or is from any legal reason not deemed to be a consumer.
- 2.4.12. **GDPR Regulation** means 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 (General Data Protection Regulation).
- 2.4.13. **GTC Charging** means these General Terms and Conditions as (currently) in force and effect.
- 2.4.14. **GTC Portal** means AgeVolt's General Terms and Conditions for the use of the Portal.
- 2.4.15. **Parties** means the parties to the Contract, i.e. the EMP on the one hand and the Customer on the other hand.
- 2.4.16. **Portal** means the AgeVolt's web portal operated at www.my.agevolt.com or at any other address specified by the AgeVolt, as well as through the "AgeVolt" mobile application available for IOS and Android systems (note: the Customer has the choice to use the web Portal, the mobile application or both), dedicated for the Customers for the purpose of using the Services.
- 2.4.17. **Tariff** means the price that the Customer undertakes to pay for the use of the Charging Services (see paragraph 3.6. of these GTC Charging).

III. Charging services - Basic provisions

- 3.1. **Charging Service Provider.** The Charging Services are provided by the AgeVolt or by another EMP that is available at the applicable Charging Point and is selected by the Customer prior to the charging for the purpose of providing the Charging Services. The Charging Services are governed by these GTC Charging, unless otherwise expressly stated for the relevant Charging Point and/or the EMP (generally e.g. for roaming operators and services available at the Charging Point, etc.).

3.2. **Formation and duration of the Contract.**

- 3.2.1. The Contract, the subject matter of which is the provision of the Charging Services, is formed on the basis of these GTC Charging, always separately between the Customer and the EMP that the Customer chooses for the Charging Services. The Contract shall be governed by these GTC Charging and any configurations on the Portal, if available. Unless it is a one-time charging, if available, the Contract is for an indefinite term, with options to terminate the Contract as set forth in Article VIII. below. In case of a one-time charging without registration, the Contract shall be created upon activation of the relevant Charging Service with simultaneous confirmation of the acknowledgement of these GTC Charging and shall only continue in relation to the individual Charging Service (i.e. it shall terminate upon the provision of the one-time Charging Service and the settlement of the claims thereunder).
- 3.2.2. Unless it is a one-time charging without registration on the Portal, the Contract between the AgeVolt and the Customer shall be formed by completion of the Customer's registration on the Portal, irrespective of when any module on the Portal is activated and irrespective of when the Customer's details are entered into the Portal. If any further "Wallet" is created on the Portal in the "Wallet" module, the new Contract shall always be created between the AgeVolt on the one hand and the Customer whose data are filled in the respective "Wallet" on the other hand, at the moment of creation of such "Wallet".
- 3.2.3. If the Charging Services are provided by the EMP other than the AgeVolt, the Contract between the Customer and the EMP other than the AgeVolt is formed at the moment of the first activation of the Charging Services from the respective EMP. If multiple "Wallets" are activated in the Customer's user account on the Portal, the Contract is always formed between the Customer whose "Wallet" is used to use the Charging Service and the relevant EMP. Paragraph 3.2.1. shall apply to the duration of the any Contract under this Paragraph 3.2.3.
- 3.3. **Periodicity of the Charging Services.** In the absence of a one-time charging, if available, the frequency of the Charging Services shall be determined in accordance with Article IV. below.
- 3.4. **Content of the Charging Service.** The Charging Service allows the Customer to stop the Vehicle at a location adjacent to the selected Charging Point (if available and operational), immediately connect the vehicle to the Charging Point, and stand at the location for the duration of the charging session (if there is a charge for standing after the charging is completed, also after the end of charging up to the maximum time allowed for standing after the end of charging, if specified) and to use the Charging Point for the purpose of charging the battery of the vehicle via the Charging Point. The Customer acknowledges that the Charging Point may also be placed at a location where a separate parking fee is payable; such parking fee is not part of the Charging Service, nor part of its price.
- 3.5. **Place of the provision of the Charging Service.** Each individual Charging Service, regardless of the frequency of the Charging Services, if any, shall be provided at the location of the Charging Point used by the Customer for the individual Charging Service.
- 3.6. **The Charging Service price.** The Charging Service price (total Tariff paid) depends on the actual extent of the Charging Service used and the prices of the individual components of the Charging Service price (if any); all these prices are available to the Customer on the Portal in advance - before the start of the Charging Service. The Customer acknowledges that the following components of the Charging Service may be subject to a charge: (i) total electricity consumed by the charging; (ii) parking in the relevant parking space during the charging; (iii) parking in the relevant parking space after the charging (eventually parking after expiration of dedicated time after the charging ends). By using the Charging Service, the Customer agrees to pay to the extent that the Customer actually uses the Charging Service in its payable extent at the pricing terms available in advance on the Portal for the selected EMP at the selected Charging Point. The Customer acknowledges that the total price of the Charging Service cannot be predetermined as the Customer itself influences the extent of the Charging Service provided. The Customer acknowledges that the total electric energy consumed by the charging is higher than the electric energy by which the battery of the electric vehicle is charged due to the losses that are technically incurred during charging (which vary from one electric vehicle to another and depend on other factors). The Customer also acknowledges that the amount of the individual components of the Tariff will change over time, in particular in relation to the development of the electric energy prices as well as other costs of the Charging Point Owner or the EMP on which the individual components of the Tariff

depend; the Customer is always provided with the current components of the Tariff prior to the commencement of charging at the relevant Charging Point (such components shall remain unchanged until the provision of the individual Charging Service ends).

- 3.7. **Payment method.** The Tariff for the Charging Services shall be paid through the Credit held by the Customer on the Portal or through any other payment method currently available on the Portal for the selected Charging Point and the selected EMP for payment purposes, as shown to the Customer in advance.

IV. Periodicity of the Charging Services

Unless it is a one-off use of the Charging Services, i.e. provided the Contract is for an indefinite period of time, the frequency of the Charging Services shall be determined on the basis of the following rules:

- 4.1. The Customer is entitled to choose the frequency of provision of the Charging Services from the options available on the Portal at the time of the choice (e.g., if such periods are or will be available on the Portal: (i) the period of provision of the Charging Services is each calendar month; (ii) the period is limited by the selected amount of the overdrawn Credit for payment of the Tariff, e.g. every EUR 100 overdrawn, but always no later than 31.12. of each year; (iii) the period is one calendar year; (iv) the period is a certain period of time, up to a maximum of one year, unless a certain amount of Credit is overdrawn earlier; (v) the period varies for different charging events, whereby the Customer is entitled to choose to close the period for certain charging events upon the Customer's request sent via the dedicated functionality, i.e. by "ticking"; etc.). For the avoidance of any doubt, the Customer will always be allowed to select a period of one calendar month (i.e. the period is identical to the calendar month). Unless the Customer chooses the different Charging Services periodicity, or unless no different Charging Services periodicity is available on the Portal, the Charging Services period shall be one calendar month.
- 4.2. The Customer is entitled at any time to change the selected periodicity of provision of the Charging Services to the periodicity available on the Portal; the change is effective upon completion (expiration) of the previously selected period, and if one full calendar year was selected as the (original) period, the change is effective upon completion of the calendar month in which the change was entered on the Portal. Notwithstanding with paragraphs 4.1. and 4.2. above, if on the last day of any calendar month (as at 11:59 pm on the relevant day) the Customer has a negative Credit, the current period of provision of the Charging Services will end on the last day of such month. From the first day thereafter, a new period will commence which will correspond to the period last selected by the Customer. For the avoidance of doubt, the application of this paragraph 4.2. may occur repeatedly. The end of the current period of provision of the Charging Services shall also always occur at the time of termination of the Contract.
- 4.3. During the duration of any one Charging Services period, Charging Services are provided to the extent that they are actually used by the Customer (i.e. the sum of the individual Charging Services during a single period). At the end of each period, there is a taxable supply, i.e. at the end of each period, the Customer is invoiced for the Services actually used during the period in question in accordance with the provisions of paragraphs 5.6 b. and 5.7. below, which remain unaffected. For the avoidance of doubt, the Customer shall not be obliged to use the Charging Services at all, in which case no invoice shall be issued to the Customer at the end of the period in which the Customer has not used the Charging Services at all, as no taxable supply has occurred.

V. Tariff, Credit, and Invoicing

- 5.1. **Currency of the Tariff.** The Tariff is determined in euros (EUR), including VAT. For the Charging Services in a country other than the Slovak Republic, the Tariff is determined in the locally applicable currency, including the applicable VAT, unless otherwise agreed by the Parties through the Portal functionality that may be created for this purpose. The Tariff shall be paid by the Customer in accordance with paragraph 3.7 above.
- 5.2. **Charging stop in case of the insufficient Credit.** If during the provision of the Charging Service the Credit level approaches zero, i.e. EUR 0, or reaches another low value determined by AgeVolt on the Portal depending on the respective type of charging - AC / DC (specifically approximately, but no later

than 5 minutes before zero would have been reached under the continued use of the current individual Charging Service), unless otherwise specified below, the provision of the Charging Service will be automatically stopped. This Paragraph 5.2. shall apply analogically if the Customer is charging on the one-time basis based on preauthorisation of a certain payment amount if this functionality is available.

- 5.3. **Automatic Credit Renewal.** The Customer is entitled to select the "Automatic Credit Renewal" functionality on the Portal in accordance with the rules and options for this functionality (as set out on the Portal or in the GTC Portal), which will enable the automatic restoration of Credit so that charging does not stop. By activating such functionality, the Customer agrees to be obliged to pay in the selected amount. The Customer is entitled to deactivate the functionality at any time.
- 5.4. If the Credit is successfully topped up in any of the forms above (para. 3.7. and/or 5.3.) before the Credit value approaches EUR 0 or reaches another low value set by the AgeVolt on the Portal depending on the respective type of charging - AC / DC (note at the time in the meaning of para. 5.2. above), the provision of the Charging Service will be not automatically stopped. The Customer acknowledges that in the event of failure to make a payment on time (top-up of the Credit), the provision of the Charging Service will be automatically stopped immediately after the time of failure; the EMP (nor the AgeVolt) cannot be held liable for the foregoing or for the consequences of the foregoing - as this is not a breach of EMP's, nor the AgeVolt's legal obligation. However, the fact referred to in this paragraph 5.4. of the GTC Charging does not imply that the automatic stoppage of charging has terminated the provision of the individual Charging Services in the event that standing (parking) after the completion of charging is also charged at the relevant Charging Point.
- 5.5. If the Portal also charges for connecting to the Charging Point after completing the charging, respectively the standing (parking) in the relevant parking space after completing of the charging, the Customer agrees that if they have not selected the "Automatic Credit Renewal" option, or if they have selected this option but the Automatic Credit Renewal has been unsuccessful, the Credit may go into negative numbers. If the Credit is not recharged by the Customer in any way even by the end of the relevant calendar month in which the negative Credit has been incurred, the last day of such calendar month shall be the end of the current Charging Services period and the negative Credit amount shall be required to be paid by the Customer as part of the billing for the relevant Charging Services period, payable 15 days from the billing date. Payment of the negative Credit may be made by the same methods as payment of the Credit, however, also with the option to make payment by bank transfer to the account specified in the invoice.
- 5.6. **Individual Charging Services records and invoicing.** After each use of an individual Charging Service (i.e. at the moment of completion of the individual charging of the electric vehicle; and in the case of charging for the time of use of the Charging Point after the completion of the charging of the electric vehicle, at the moment of release of the Charging Point by the Customer), information on the extent of the use of the individual Charging Service is sent to the Customer. I.e. the Customer receives information via the Portal (the Portal section "Transactions") on the scope of provision of the individual Charging Service, i.e. consumed electricity, time (from, to), location, Tariff, etc., as well as on the total price of the individual Charging Service calculated on the basis of the applied Tariff of which the Customer has been informed in advance (for the possible components of the Tariff, see paragraph 3.6. above). For the avoidance of doubt, the following shall apply in this context:
- a. Credit is deducted continuously during the use of the individual Charging Service based on the actual extent of the Charging Service provided,
 - b. billing always takes place at the end of the current period in which the Charging Services are provided (typically a calendar month or a period chosen by the Customer or otherwise agreed - see Article IV. above), given the periodicity of the provision of the Charging Services.
- 5.7. **Invoice.** The invoice will contain all the elements of a tax document and the invoice will be accompanied by a summary of the individual Charging Services provided, or the summary will be incorporated directly into the invoice (in which case the invoice will be without an attachment). The invoice and its attachments may be sent to the Customer in electronic format (.pdf or other standard and customary format) to the Customer's email address provided on the Portal. For the avoidance of doubt, unless the Customer has a negative Credit at the end of the period of provision of the Services (to which the invoice

relates), the invoice will state the amount to be paid as EUR 0 in respect of ongoing payments for the Services by way of Credit.

VI. Provision of the Charging Services - various rights and obligations

- 6.1. The Customer is entitled to use the Charging Service on the dates and times determined by the Charging Points Owners or by the EMP, i.e. when the Charging Points are accessible to the Customer for charging according to the Portal, provided that the Charging Point (or access to it) is not occupied.
- 6.2. If there is no charge for parking after the charging is completed, the Customer is obliged to disconnect the electric vehicle from the Charging Point without undue delay after the charging is completed and to vacate the Charging Point for charging by another Customer; the above also applies if there is a maximum parking time in the relevant parking space after the charging is completed, after the specified time has elapsed. If the Tariff for standing in the relevant parking space after completion of the charging is set at the relevant Charging Point, the Customer may not disconnect the electric vehicle from the Charging Point until the moment immediately preceding the vacating of the relevant parking space.
- 6.3. The Customer agrees and undertakes to comply with the instructions for use available at the time of use of the individual partial Charging Service, as well as the conditions for charging the electric vehicle via the relevant Charging Point and other technical, operational or safety rules applicable to the use of the Charging Services via the Charging Point indicated on the Portal and on the relevant Charging Point. Under no circumstances may the Customer use the damaged Charging Point. The AgeVolt will disable the provision of the Charging Services on the damaged Charging Point immediately upon becoming aware of the damage. The "Report Damaged Charging Point" Portal functionality allows Customer to report damage at any time.
- 6.4. The Customer undertakes not to damage or use the Charging Point in any way contrary to the instructions for use as well as the conditions for charging the electric vehicle or in violation of the relevant legislation.
- 6.5. The Customer acknowledges that the relevant EMP cannot guarantee uninterrupted and error-free operation of the Charging Point or charging of the electric vehicle to its full capacity in each individual case due to various technical reasons, limitations, availability of the Charging Point, as well as for reasons beyond the control of the Charging Point Owner or beyond the control of the relevant EMP (necessary repairs and maintenance, possible power outages, internet connection, etc.), which also applies to various technical and operational limitations.
- 6.6. Up-to-date information about the network of the charging stations as well as about the specific Charging Point is available to the Customer on the Portal. Despite the efforts of the AgeVolt and the EMP to keep the information on the Portal as updated as possible, such information cannot be guaranteed. Therefore, the Customer acknowledges that due to technical or operational reasons, or for reasons beyond the control of the AgeVolt and the EMP, all information on the Portal may not always be up-to-date. The Customer is entitled at any time to inform the AgeVolt that the information on the Portal is not up to date by means of the functionality set up for this purpose on the Portal, if provided, or by any other appropriate means (e.g. by email to helpdesk@agevolt.com).
- 6.7. The Customer hereby acknowledges that it is not legally entitled to the provision of the Charging Services in relation to the relevant Charging Point and neither the AgeVolt, nor the relevant EMP guarantees the aforementioned to the Customer in each individual case, i.e. the provision of the Charging Services in relation to a particular Charging Point depends on the current availability and functionality of the relevant Charging Point and the Portal.

VII. Liability for damage and defects

- 7.1. **Liability for damage and defects towards the Customer - Consumer.** The EMP shall be liable to the Customer -Consumer for defects and damage to the extent set forth by the applicable law. Nothing in these GTC Charging shall be construed or applied as limiting the EMP's liability to the Customer - Consumer beyond that permitted by applicable law (see Article XI. below). For the rights of the Customer - Consumer and further information, see Annex 2 to these GTC Charging.
- 7.2. **Liability for violations not caused by the EMP.** The Customer acknowledges that the EMP cannot be liable to the Customer for damages or other consequences caused to the Customer as a result of an act

or omission of the Charging Point Owner or in connection with an act or omission of the Customer (e.g. improper technical condition of the electric vehicle, handling of the Charging Point in violation of the technical instructions, information on the Portal, etc.). The acts or omissions of the Charging Point Owner are at the sole responsibility of such Charging Point Owner and the Customer is responsible for the acts or omissions of the Customer to the extent that they have caused damage. This Paragraph 7.2. does not exclude or limit the EMP's liability to the extent that the EMP breaches its legal duty and thereby causes damage to the Customer.

- 7.3. **Outages.** Neither the AgeVolt, nor any other EMP can be held liable for any outages in the use of the Portal, nor for outages of the Charging Services or the Charging Point caused by load, overload and/or failures of the electrical, data or other network or other similar operational or technical causes or other external causes (i.e., those not under the control of the AgeVolt or the EMP, as the case may be).
- 7.4. **Scope of compensation (the Customer - Entrepreneur).** The Parties agree that in the contractual relationship between the EMP on the one hand and the Customer - Entrepreneur on the other hand, only actual direct damage shall be compensated within the scope of compensation pursuant to Sections 379 and 380 of the Commercial Code, unless otherwise expressly agreed. For the avoidance of any doubt, but without limitation of the preceding sentence, neither lost profits, nor any indirect, consequential, punitive, exemplary, or other similar damages and fulfilment, nor costs shall be compensated in such a contractual relationship. Aforementioned limitation shall not apply to damages caused intentionally or through gross negligence, nor to damages caused by the operation of a motor vehicle (including an electric vehicle). However, for the purposes of Section 379 of the Commercial Code, the EMP and the Customer - Entrepreneur does not assume that the EMP may cause the Customer - Entrepreneur greater damages that are subject to indemnification pursuant to the provisions on liability for damages and this paragraph. 7.4. than EUR 100 per one damage event or one series of immediately following damage events; the damage amount being in excess of the said amount shall not be indemnified by the EMP.
- 7.5. **Liability for defects and complaints.** In view of the nature of the Charging Services, the Customer - Entrepreneur acknowledges that in the event of a failure of the Charging Services, no claim for defects can be made, as no Credit has been deducted for the Charging Services that have not been used (i.e. no discount equivalent to the price of the Charging Services can be given). This does not apply in cases where the parking has been charged for during and after charging. In such cases, each Customer shall be entitled to a reasonable discount to be determined as follows: during the technical outage of the charging, the Customer shall not pay the Tariff applicable to standing during the charging (if applicable) and, if the outage causes that the charging will cease, the Customer shall not pay the Tariff applicable to standing after charging has ceased (if applicable) for the first two hours after the charging has ceased. The details for submission of complaints and claims from defects are set out in the Complaints Procedure available on the website www.agevolt.com. Unless otherwise expressly stated on the Portal: (i) the Complaints Procedure in question for the Charging Services shall also apply to the EMP that is not the AgeVolt; and (ii) the claim may be directed to the AgeVolt regardless of who the EMP is.
- 7.6. **Force Majeure.** The Parties shall not be liable for any delay or failure to perform any obligation under these GTC Charging and/or the Contract, nor for any damages caused as a result of an unexpected event beyond their control, in particular force majeure, fire, flood, war, civil war, sabotage, strikes, laws, decrees, ordinances, rules or regulations of the State and other circumstances beyond the control of the Party concerned, or which are circumstances excluding liability under applicable generally applicable law (see Art. XI. of these GTC Charging). This does not apply if the Party was in default or breach of duty at the time the force majeure circumstance occurred. For the avoidance of doubt, force majeure cannot affect the payment of monetary obligations.

VIII. Termination of the Contract

- 8.1. The Customer is entitled to terminate the Contract at any time by deactivating the relevant module "Charging" on the Portal. The Customer acknowledges that due to the nature of the Charging Service, it is not possible to terminate the Contract for technical reasons while the particular Charging Service is being provided - it is first necessary for the Customer to terminate the use of the particular Charging Service being already provided.

- 8.2. The EMP shall be entitled to withdraw from the Contract with the Customer in justified cases (e.g. serious breach of the terms of these GTC Charging, protection of the EMP's reputation, etc.) and to prevent further use of the Charging Services until the breaches have been remedied, if remedy is possible. The EMP shall not be liable for any losses incurred by the Customer in such event.
- 8.3. The Customer - Consumer is entitled to withdraw from the Contract within 14 (fourteen) days, even without giving any reason, while the said period starts from the date of conclusion of the Contract. Withdrawal from the Contract must be delivered by the Customer in writing to the address of the AgeVolt's registered office: AgeVolt Slovakia s. r. o., Jarošova 1, 831 03 Bratislava, Slovak Republic (if the EMP is not AgeVolt, the details of the EMP are provided on the Portal), or electronically (by e-mail) to the following e-mail address: helpdesk@agevolt.com or via the Portal's dedicated functionality, if available. The Customer - Consumer has the option to use the sample form attached as Annex 1 to these GTC Charging to withdraw from the Contract.
- 8.4. Termination of the Contract does not terminate the contract, the subject of which is the use of the Portal, i.e. the Customer's unused Credit on the Portal remains unaffected.
- 8.5. **EMP hereby informs the Customer - Consumer about his rights to withdraw from the contract concluded at a distance, about the obligations of EMP, and about other legal facts arising from the legislation on consumer protection in the field of distance sales:**
- a. During the first 14 days after the conclusion of the Contract, before providing the Charging Services, the EMP is obliged to request from the Customer - Consumer an explicit consent to start the provision of the Charging Services before the expiry of the withdrawal period and a statement that the Customer has been duly informed about the above. The Customer acknowledges that by providing such consent, the Customer loses the right to withdraw from the Contract after the full provision of the individual service (i.e. in relation to the partial provision of the individual Charging Service, this point in time occurs after the full provision of the individual Charging Service). If the Customer withdraws from the Contract in accordance with these GTC Charging, and prior to the commencement of the provision of the Services the Customer has expressly consented to the provision of the Services, the Customer shall pay to the EMP the price for the performance actually provided up to the date of receipt of the notice of withdrawal from the Contract (i.e. pay the Tariff for the Charging Services used, as well as for the any additional Services provided, if any, if they have been charged for and the Customer - Consumer has duly consented to their provision and payment even prior to the expiration of the period for withdrawal).
 - b. The Customer - Consumer shall not be entitled to withdraw from the Contract, the subject of which is (i) the provision of the Service, if its provision has commenced with the express consent of the Customer and the Customer has declared that they have been duly instructed that by expressing such consent they lose the right to withdraw from the Contract after the full provision of the Service, and if the full provision of the Service has taken place, (ii) for other reasons expressly provided for in the applicable law.

Additional information: notwithstanding paragraph b. above, the Customer is always entitled to withdraw from the Contract based on a special agreement of the Parties within the meaning of paragraph 8.1. above, i.e. the Customer's right to withdraw from the Contract is not affected by the provision of the partial Charging Service, and this right is broader than required by the applicable law.

- 8.6. Termination of the Contract will also occur if the contract between the AgeVolt and the Customer entered into under the GTC Portal will be terminated for any reason, as well as if the contractual relationship between the AgeVolt (if not the EMP) and the respective EMP, regarding the provision of the Charging Services by the respective EMP, will be terminated.

IX. Personal data

- 9.1. The data controller in relation to personal data is: (i) AgeVolt Slovakia s. r. o., with registered office at Jarošova 1, 831 03 Bratislava, Slovak Republic, ID No.: 46 479 848, a company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 78174/B; and (ii) AgeVolt j. s. a., with registered office at Tatranské námestie 3, 058 01 Poprad, Slovak Republic, ID No: 53 613 988,

a company registered in the Commercial Register of Prešov, Section: Sja, Insert No: 21/P, as joint controllers, and process them in accordance with the GDPR Regulation, other applicable regulations, and the privacy policy adopted by the joint controllers, which must be in accordance with applicable law; to all of the above, the AgeVolt undertakes.

- 9.2. Further information on the processing of personal data by the AgeVolt (the joint controllers referred to in paragraph 9.1. above) can be found directly on the Portal in the section "Privacy Policy", including an indication of the adopted privacy policy.
- 9.3. In the event that the EMP is not AgeVolt, the Customer acknowledges that for the purposes of the performance of the contractual relationship between the AgeVolt and the Customer arising from the use of the Portal for the purpose of using the Charging Service, the contractual relationship between the AgeVolt and the EMP, and the contractual relationship between the Customer and the EMP (under these GTC Charging), the AgeVolt is entitled to provide the Customer's personal data to the extent of data as processed by AgeVolt (for extent see "Privacy Policy") - except of data related to Charging Services provided by the different EMPs, and except of data related to performance of the other Services being not related to the Charging Services - to the EMP as an processor. The EMP as processor shall be bound by the protection of the Customer's personal data at least to the extent of the AgeVolt's Privacy Policy, which shall apply equally for these purposes.

X. Communication

- 10.1. Information on the terms and conditions of the Charging Services are available to the Customers on the Portal.
- 10.2. In matters of communication with the Customers and matters relating to these GTC Charging, or the Contract, or the provision of the Charging Services, the AgeVolt and the EMP primarily use electronic communication (email) as well as the Portal. In cases where, pursuant to these GTC Charging, notification of facts to the Customer is envisaged by notification via the Portal, such notices shall be deemed to have been notified to the Customer by posting them on the Portal, which shall always be notified to the Customer via the Portal in an appropriate and recorded manner (e.g. notification, etc.) and delivered in accordance with paragraph 10.5. below.
- 10.3. Communication between the Customer and the AgeVolt takes place, according to the Customer's choice, in Slovak or English. The EMP is entitled (and, insofar applicable law requires so, obliged) to choose the local language of communication in the country in which it provides the Charging Services.
- 10.4. For the purposes of contacting the AgeVolt under these GTC Charging and the Contract, the Customer is also entitled to contact AgeVolt in the following manner:

AgeVolt Slovakia s. r. o., Jarošova 1, 831 03 Bratislava, Slovak Republic

Telephone number: +421 2 221 222 11; e-mail: helpdesk@agevolt.com

Contact details for the EMPs other than the AgeVolt are listed on the Portal.

- 10.5. Documents shall be delivered by post, courier service or electronic means (e-mail) to the agreed address, to the address of the registered office or residence of the other Party or to the address designated by the Parties for this purpose, or through the Portal's dedicated functionality, if available. The date of delivery in the case of personal delivery or delivery by courier shall be deemed to be the date on which the addressee receives or refuses to receive the document. For the avoidance of any doubt, any written item sent by the EMP to the Customer or by the Customer to the EMP shall be deemed to have been delivered to the addressee no later than the expiry of the tenth (10th) business day after the item was sent to the last known address or registered office of the Party, unless a different time of delivery is proven. Documents delivered by email or the Portal shall be deemed to have been delivered on the next business day following the date of dispatch, unless a different date of delivery is proved. For the avoidance of doubt, all documents under the Contract may also be served by email, whether in text or as a scan. The following may be used for this purpose: (i.) for the EMP (for both sending and receiving) the EMP emails specified in these GTC Charging or on the Portal or as otherwise notified by the EMP; and (ii.) for the Customer (for both sending and receiving) the email specified on the Portal (i.e., that the Customer used to register or subsequently changed on the Portal).

- 10.6. If there are multiple Customers registered within one user account on the Portal (e.g. in situation according to paragraph 3.2.2. above), the following applies to communication via the Portal:
- a. Unless the sender (as one of the Customers within the user account on the Portal) is specified within the sending of a message by the Customer, or unless the message is sent within the respective "Wallet" (note: the "Wallet" always belongs to one specific Customer), the message is sent by all the Customers registered within the user account on the Portal, i.e. the message is sent to the AgeVolt, resp. to the EMP, by each of the Customers separately. Aforementioned applies to all the actions that can be communicated pursuant to these GTC Charging and the Contract.
 - b. If the AgeVolt or the EMP sends a message to the Customer and does not specify the specific Customer to whom the message is addressed or does not send the message to the specific Customer in their "Wallet", the message is deemed to be sent to all the Customers within the relevant user account on the Portal (to each individually and separately). Aforementioned applies to all actions that are communicated pursuant to these GTC Charging and the Contract.
- 10.7. Unless otherwise expressly stated on the Portal, communication with an EMP that is not AgeVolt is through AgeVolt, i.e. between the Customer and AgeVolt.

XI. Applicable law and dispute resolution

- 11.1. These GTC Charginings and the legal relationships arising under them and/or the Contract, or relating to these GTC Charging and/or the Contract, or in connection with these GTC Charginings and/or the Contract, including related non-contractual obligations, quasi-obligations and other similar legal relationships relating to these GTC Charginings and/or the Contract, including questions of their validity, interpretation, etc., shall be governed by the substantive law of the Slovak Republic, with the exclusion of conflict of laws rules and to the exclusion of other legal instruments (such as CISG, etc.). The foregoing shall also apply if the Customer is a foreign person or a stateless person, unless otherwise stated in these GTC Charging and/or the Contract.
- 11.2. All disputes arising out of or in connection with the Contract and/or these GTC Charging or in connection with these GTC Charging and/or the Contract, including disputes concerning the validity, interpretation, and termination of the Contract and/or the GTC Charging, the EMP and the Customer shall attempt to resolve by agreement as a matter of priority. If no agreement is reached, the dispute shall be finally decided by the court of the country of the registered seat of the EMP based on the rules of local, subject matter and functional jurisdiction under the procedural rules of the court. This paragraph 11.2. shall not apply at all if the Customer is a Consumer - Customer.
- 11.3. If the Customer is a Customer - Consumer, the choice of applicable law pursuant to paragraph 11.1. cannot lead to the non-application of such legal rules of the law of the country of the Customer - Consumer's habitual residence (if it is at the same time the same country in which the EMP provides the Services on the basis of these GTC Charging), which cannot be derogated from by agreement.
- 11.4. In addition to the rights above, the Customer - Consumer is entitled to use the online alternative dispute resolution platform established by the European Commission (EU) available here: <https://ec.europa.eu/consumers/odr/>.
- 11.5. If the EMP is not the AgeVolt and provides Charging Services in a country other than the Slovak Republic and the Customer - Consumer resides in the same country, the law of that country shall apply to the Charging Services provided in that country, which in such cases shall also apply to these GTC Charging and paragraph 11.1. shall not apply in that case.

XII. Final provisions

- 12.1. These GTC Charging in their current and effective version and the Contract shall remain in force throughout the validity and effectiveness of the legal relationship between the EMP and the Customer established by the Contract, and even after their termination, until all claims arising therefrom are settled in full.
- 12.2. The Parties had expressly agreed that the AgeVolt shall be entitled to unilaterally change these GTC Charging. The AgeVolt notifies changes to the GTC Charging by posting them on the Portal, at least 15 (in words: fifteen) days in advance (before the change takes effect), and by sending the changed GTC Charging to the Customer's email address provided by the Customer as part of the Customer

registration process. The reasons for changing the GTC Charging are in particular (i) a change in the relevant legislation or a requirement of the competent authorities, (ii) a change in external factors affecting the Charging Services and electromobility as such (technical requirements, development, etc.), (iii) changes, in particular improvements to the Charging Services, including new Service options, charging, (iv) other necessary changes or modifications to the GTC Charging. In the event of disagreement with the amended GTC, the Customer is entitled to terminate the use of the Charging Services by deactivating the relevant "Charging" module on the Portal and thereby terminate the Contract with immediate effect, the above may also be done by the Customer by delivering a written notice or by sending an email to helpdesk@agevolt.com, provided that if the Customer fails to do so within the period until the amended GTC Charging come into force (which is a minimum of 15 days in accordance with this paragraph 12.2.), the contractual relationship between the Customer and the EMP shall be governed by the amended (new) GTC Chargings, which have been amended and notified in accordance with this paragraph 12.2.

- 12.3. In the event that any provision of these GTC Charging and/or the Contract is or becomes invalid, ineffective or unenforceable for any reason whatsoever, this shall not and shall not have the effect of rendering the remaining provisions of these GTC Charging and/or the Contract invalid, ineffective or unenforceable, the AgeVolt shall promptly replace the affected provision with a new provision, if possible, of similar legal and economic significance, following the procedure set out in paragraph 12.2. above. The Customer's right under paragraph 12.2. above shall remain unaffected.

Annex No. 1 SAMPLE - WITHDRAWAL FORM

(Note: this form is also sent to the Customer - Consumer as a separate document).

(fill in and send this form only if you wish to withdraw from the contract)

Addressee:

AgeVolt Slovakia s. r. o.

Jarošova 1

831 03 Bratislava

Slovak Republic

E-mail: helpdesk@agevolt.com

I hereby notify you that I withdraw from: all the Contracts for the provision of the Charging Services provided through the AgeVolt Portal by all the EMPs / the following Contracts for the provision of the Charging Services provided through the AgeVolt Portal by the following EMPs:

.....

..... (cross out what does not apply)

The name and surname of the withdrawing consumer:

The address of the withdrawing consumer:

In _____, on

Signature of the consumer

(only if this form is sent by post)

Annex No. 2 - Rights of the Customer - Consumer in the country where EMP provides Charging Services

Applicable in the country: the Slovak Republic

1. Complaints and supervisory authority in the Slovak Republic:

For details on how to make a complaint, including procedures and forms, see:

<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

The supervisory authority in the Slovak Republic is:

Slovak Trade Inspection (Slovenská obchodná inšpekcia - SOI)

SOI Inspectorate for the Bratislava Region (Inšpektorát SOI pre Bratislavský kraj)

with registered office at Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, Slovak Republic

Supervision Department, tel. 02/58 27 21 72, 02/58 27 21 04,

Consumer Protection Department, tel. 02/58 27 21 56

<http://www.soi.sk>

<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

2. Basic rights of the Customer - Consumer under Slovak law:

The EMP shall be liable to the Customer - Consumer for defects pursuant to Sections 622 and 623 of Act No. 40/1964 Coll., Civil Code, these sections read as follows:

"§ 622

(1) If the defect can be remedied, the buyer has the right to have it remedied free of charge, in a timely and proper manner. The seller is obliged to remove the defect without undue delay.

(2) The buyer may, instead of removing the defect, require the replacement of the item or, if the defect concerns only a part of the item, the replacement of the part, if this does not incur disproportionate costs for the seller in relation to the price of the goods or the severity of the defect.

(3) The Seller may always replace the defective item with a faultless one instead of removing the defect, if this does not cause serious difficulties for the Buyer.

§ 623

(1) If there is a defect which cannot be removed and which prevents the thing from being properly used as a thing without defect, the buyer has the right to exchange the thing or has the right to withdraw from the contract. The same rights shall apply to the buyer if the defect is a remediable defect, but if the buyer cannot properly use the item due to the reoccurrence of the defect after repair or due to a greater number of defects.

(2) If there are other irremediable defects, the buyer is entitled to a reasonable discount on the price of the item."

The EMP hereby makes the Customer - Consumer aware and the Customer - Consumer acknowledges that the EMP does not supply goods (tangible thing) but provides Charging Services, therefore - taking into account the nature of the performance - naturally those rights which by their nature apply exclusively to goods as tangible thing cannot be applied.

For details regarding complaints and claims from defects, see the Complaints Procedure available on the website www.agevolt.com. For other rights of the Customer - Consumer, see the GTC Charging.

3. Additional information provided to the Customer - Consumer on the basis of mandatory provisions of the law:

As the subject of performance under the Contract is not the delivery of goods, no costs for the return of the goods may occur, i.e. no related charges can be incurred upon withdrawal from the Contract or in other situations.

Note: All other information that the AgeVolt and the EMP is obliged to provide to the Customer - Consumer prior to the conclusion of the Contract or prior to the placing of the order are set out in the GTC Charging and in the Complaints Procedure.