

ZSE Drive Services Business Terms and Conditions – Individuals

I. Introductory provisions and general terms and definitions

- 1.1. These business terms and conditions of providing ZSE Drive Services (hereinafter only as the “BTC”) are an integral part of the contractual relation established by the Contract on the provision of the ZSE Drive service, concluded by and between the Customer and Západoslovenská energetika, a.s., situation of the registered office at Čulenova 6, 816 47 Bratislava, CRN: 35 823 551, registered at the Companies Register of City Court Bratislava III, Section: Sa, Entry No. 2852/B (hereinafter only as the “Provider”) and govern the mutual rights and obligations of providing and using ZSE Drive Services.
- 1.2. These BTC specify certain content of the contract concluded by and between the Customer and the Provider in connection with the provision of Services. In case of differences between the provisions of the Contract and these BTC, the Contract prevails.
- 1.3. When using the Services, the Customer acknowledges that the Provider acts not as an electricity supplier under the Act in Energy, but as the provider of the ZSE Drive Services.
- 1.4. These BTC are made in writing, are formed clearly and understandably and are available in the Slovak language.
- 1.5. For the purposes of these BTC:
 - a) **AC charging** – charging Electric vehicles by means of alternate current at Charging Stations with a performance of up to 22kW, whereas AC charging also includes the use of 400V/32A and 230V/16A industrial sockets;
 - b) **Assistance services benefit** – The assistance services benefit provided by the Provider through the insurance company, with which it has concluded an insurance contract and which the Customer can use if they express their express consent with the provision an insurance payment, whereas the conditions of the Assistance services benefit are described in full detail in the special conditions for the provision of the Assistance services benefit;
 - c) **DC charging** – charging Electric vehicles by means of direct current under 50 kW;
 - d) **Pricelist** – document containing prices for the provision of the Services and/or prices related to the provision of these Services in the Charging station network, including Service Program. The Pricelist is an integral part of the Contract and is available on the Website as well;
 - e) **Price per kWh** – price specified for the Service under the valid Pricelist applied to the electricity volume consumed when charging electric vehicles. The volume of electricity shall be specified under Clause 5.2 of these BTC;
 - f) **Forfeiting electricity for the benefit of the Provider** – free of charge supply of electricity by the customer as the entity generating electricity in a ZSE Energia, a.s. generation facility in order to forfeit it for the benefit of the Provider as per provisions of Clause 3.43 of these BTC,
 - g) **Addendum on providing Home wallbox Services** – addendum to the Contract whose subject is the provision of Home wallbox Services;
 - h) **National roaming** – provision of Roaming services in charging networks of providers other than the Provider on the territory of the Slovak Republic. Charging stations in National roaming are labelled with the logo of the relevant provider and information about their placement is available at the Website, Customer Zone Web, and Customer Zone Mobile;
 - i) **Home wallbox** – private charging station owned by the Customer located at the Customer’s household connected to the Customer’s (electricity consumer’s) home supply point, which allows the use of certain Services specified in Article 4 of these BTC;
 - j) **Electric vehicle** - Motor vehicle equipped with a propulsion unit comprising of at least one non-peripheral electric motor as the energy transformer with a rechargeable electricity storage system that can be externally charged;
 - k) **Charging card / Card** – Plastic ID card or keyring fob containing an RFID chip, assigned to the Customer, aimed at identifying and authorising the Customer when using the Services. The Charging card is included in the ZSE Drive Eco, ZSE Drive Partner and ZSE Drive Flat programs and is issued for a fee as per the Pricelist. The fee for issuing the Card includes the activation of the Charging card and the delivery of the Card to the Customer by means of postal or parcel services;
 - l) **The charging network or the ZSE Drive Network** – network of (i) all charging stations owned and/or operated by the Provider and (ii) charging stations owned and/or operated by a Roaming partner in Partner roaming, the exact list of which is specified on the Website, the Customer Zone Web and the Customer Zone Mobile, and which serve for AC, DC and/or Ultra charging of Electric vehicles;
 - m) **Charging station** – Publicly accessible charging stations of the Provider included in the network of Charging stations and enabling the use of the Services. The current list of Charging stations is published via the Website. From the technical perspective, the Charging station is a facility comprising of one or more charging points enabling the Customer to charge Electric vehicle batteries;
 - n) **Unauthorised use of the Charging card** – Unauthorised use of the Charging card refers to cases indicated in Clause 3.14, 3.36 of these BTC, based on which the Provider is entitled to unilaterally block the Charging card. Blocking of the Charging card by the Provider does not absolve the Customer from the responsibility to pay all outstanding financial obligations created until the blocking of the Charging card. The Provider will inform the Customer about the blocking of the Charging card due to Unauthorised use of the Charging card at least 24 hours prior to the blocking via e-mail, telephone or text message. After the blocking of the Charging card due to Unauthorised use of the Charging card, the Provider is entitled to withdraw from the Contract;
 - o) **Civil Code** – Act No. 40/1964 Zb. Civil Code as amended;
 - p) **Commercial Code** – Act No. 513/1991 Zb. Commercial Code as amended;
 - q) **Entitled person** – Person other than the Customer, who is a customer under these BTC or a customer under the Business terms and conditions of the ZSE Drive service – enterprise, has a valid and effective Contract, under which they are a holder of a Charging card and are entitled to use the Charging services instead of the Customer under the terms and conditions stipulated in the Contract on electricity purchase with a Charging service, ZSE Energia, a.s. BTC, and Clause 3.40 of these BTC;
 - r) **Parking fee** – fee for exceeding the specified time for charging the Electric vehicle as per the Pricelist, which the Provider will invoice together with the fee for the Service Program and other fees. Payment of the Parking fee under these BTC does not absolve the Customer from the obligation to pay the parking fee (or other related fee) determined by the operator of the parking lot where the Charging station is located;
 - s) **Partner roaming** – Provision of Roaming services at the charging stations owned by other entity than the Provider; whereas the charging stations are included in the ZSE Drive Charging network. Charging stations in the Partner roaming are labelled with the logo of ZSE Drive and information “Partnerský roaming”. Information about the placement of the Partner roaming charging stations is available on the Website, Customer Zone Web, and Customer Zone Mobile;
 - t) **Extended warranty** – jis part of Home wallbox Services in defined cases; the terms and conditions of its use are specified in Article 4 of these BTC;
 - u) **Service Program / Program** – jstructured expression of the price offer containing the monthly fee for charging the Electric vehicle and other potential fees. Service Programs can be selected for each Charging card individually. Offered Service Programs are: ZSE Drive Guest, ZSE Drive Eco, ZSE Drive Partner and ZSE Drive Flat and Programs with the Assistance service benefit are: ZSE

- Drive Partner Safe and ZSE Drive Flat Safe;
- v) **Means of remote communication** - means enabling the conclusion of a Contract not requiring physical presence of the Provider and Customer due to the use of means of remote communication;
 - w) **Residential location** – site designated for a longer charging of Electric vehicles, usually located near residential buildings or public transport junctions. AC charging in a Residential location allows longer charging of the Electric vehicle without paying the Parking fee under the Pricelist. Information on whether the Charging station is in a location labelled as Residential can be found on the website in the section www.zsedrive.sk/mapa and in the ZSE Drive mobile app;
 - x) **Roaming partner** – Owner and/or Operator of charging stations placed in or outside the territory of the Slovak Republic, which are available to Customers within ZSE Drive Services under a contract concluded by and between the Provider and the Roaming partner;
 - y) **Roaming services** – Services of charging Electric vehicles at charging stations of Roaming Partners in Slovakia as part of the National roaming and Partner roaming, and abroad as part of International roaming;
 - z) **Services / ZSE Drive Services** – comprise of:
 - A) in case of Service Programs where a Card is included, of (i) charging Electric vehicles in the network of publicly accessible charging stations of the Provider by means of the Card, (ii) providing the Card to the Customer and (iii) access to the Website, Customer Zone Web and Customer Zone Mobile, including access to information on the use of the Service;
 - B) in case of Service Programs where a Card is not issued, of (i) charging Electric vehicles in the network of publicly accessible charging stations of the Provider by means of the Customer Zone Mobile and (ii) access to Customer Zone Mobile, including access to information on the use of the Service;
 - C) in case of Home wallbox Services, of providing certain services in the scope and under the conditions specified in Article 4 of these BTC;
 - D) In case of the ZSE Drive Partner and ZSE Drive Flat Programs from the Charging services, if the Customer has a valid Contract on electricity purchase with a Charging service;
 - aa) **Charging services** – The charging of Electric vehicles in the ZSE Drive network in the selected Program under these BTC, under which the Provider allows the Customer as a producer, who is an electricity end customer and at the same time generates electricity in a generation facility, or an Entitled person, to use a certain volume of electricity supplied by the Customer to charge their Electric vehicle. For the purposes of the Charging services, the ZSE Drive network shall mean exclusively charging stations owned and operated by the Provider. To avoid any doubt, for the purposes of the Charging services, the ZSE Drive network shall not include charging stations of Roaming partners in a Partner roaming, National and/or International roaming as per provisions of these BTC;
 - bb) **Ultra charging** – charging Electric vehicles by means of direct current above 50 kW;
 - cc) **International roaming** – provision of Roaming services outside Slovakia;
 - dd) **Customer** – Individual – consumer, who (i) registered on the Website, or (ii) filled in the form in the Customer Zone Mobile to use the Service of one-off charging. Consumer shall be each natural entity that does not act at the conclusion and performance of the Contract as part of their business, entrepreneurship, employment or trade service, meaning an individual using the Service for their own need;
 - ee) **Customer account** – Account of the Customer created in the Customer Zone Web upon successful registration which enables the Customer access to data within the customer zone;
 - ff) **Customer Zone Web** – jweb-based application by means of which the Customer has access to data on the Service, overview of invoicing, statistics of use of the Service, option to make changes to registration data, etc.
 - gg) **Customer Zone Mobile** – mobile app by means of which the Customer can identify the location of the nearest Charging station, view the current status of the Electric vehicle charging, make payments for one-off charging, view charging history information, etc;
 - hh) **Act on Energy** - Act No. 251/2012 Z.z. on Energy and on Amendment to Certain Acts as amended;
 - ii) **Act on the Protection of Consumers in Relation to Sale** – Act No. 102/2014 Z.z. on the Protection of Consumers in Relation to Sale of Products and Provision of Services under Remotely Concluded Contracts and Contracts Concluded Outside Company Premises of the Seller and on Amendment of Certain Acts;
 - jj) **Contract** – Contract on the provision of the ZSE Drive Service concluded by and between the Customer and the Provider;
 - kk) **Contract on electricity purchase with a Charging service** - A Contract on electricity purchase in a dynamic service allowing the use of the Charging services in the ZSE Drive network or a similar three-party agreement concluded between the Provider, the Customer and ZSE Energia, a.s., under which the parties have agreed to allow the Customer or the Entitled person to use the electricity generated and not consumed by the Customer as part of the Charging service. Besides these BTC, this Contract shall be particularly governed by the business terms and conditions of ZSE Energia, a.s., as specified in the Contract on electricity purchase with a Charging service ("ZSE Energia, a.s. BTC);
 - ll) **Parties** - Customer and Provider;
 - mm) **Free charging volume** - AC charging, DC charging or Ultra charging of Electric vehicles within the Program up to the cumulative volume of the free charging volume in the given settlement period, included in the monthly fee for said settlement period. Charging in the International, National and Partner roaming is not included in the Free charging volume.
 - nn) **Website** – www.zsedrive.sk, where the Customer can register, access their Customer account web, and where all conditions and information on the Service are published, including the current status and placement of Charging stations, how to use charging stations, newly opened Charging stations, e-mobility news, etc.
- II. Place and time of Service provision**
- 2.1. The Provider provides the Services at Charging stations, the list of which is published on the Website, and in case of Home wallbox Services, on the Home wallbox.
 - 2.2. The Provider reserves the right to unilaterally change the list on the Website under Clause 2.1.
 - 2.3. The Provider provides the Services at the time specified for the respective Charging station as per the list under Clause 2.1 under the conditions indicated in Article 4 of these BTC with the exception of interrupting or limiting the provision of the Services under these BTC.
- III. Conditions of using the Services**
- 3.1. Prior to the conclusion of the Contract the Customer is obliged to truly and precisely inform the Provider of all the necessary facts for purposes of concluding and performing of the Contract. The Parties, as well as persons acting on behalf of the Customer, are obliged to prove their identity prior to concluding the Contract for identification purposes. Individuals other than the Customer are entitled to sign the Contract only under a submitted Power of Attorney or an appointment proving the title to act on behalf of the Customer in all actions required for the conclusion of the Contract.
 - 3.2. Pursuant to provisions of Section 40(4) of the Civil Code, the Contract shall be concluded electronically, by filling out the registration form on the Website of the Provider:
 - a) personally at the premises of either the Provider or his contractual partner;
 - b) using Means of remote communication.
 whereas these BTC are an integral part of the Contract.
 - 3.3. In the registration form, the Customer shall be obliged to truly and completely fill in all information and amend these without undue delay if these have changed.

- 3.4. By registering, the Customer hereby confirms (i) his/her express consent with these BTC and his/her will to be bound by them and also declares that he/she has duly read these BTC and has understood their content and (ii) in case of a procedure under Clause 3.2(b), that the Provider met his information obligations under Section 3(1) of the Act on the Protection of Consumers in Relation to Sale duly and on time.
- 3.5. To exclude any doubts, the Contract shall be deemed concluded at the moment of the successful registration and in force as from the delivery of the Card to the Customer. In case of an unsuccessful registration, no legal relation between the Provider and the Customer shall be established and there shall be no legal title for the conclusion of the Contract.
- 3.6. Upon successful registration, a Customer account web shall be created for the Customer and if he/she has not immediately received the Card and the Contract, these shall be sent to him/her by post to the address specified by the Customer.
- 3.7. In connection with Clause 3.6 of this Article above, upon receipt of (i) the concluded Contract, the Customer shall be obliged to sign and return it to the address of the Provider, and (ii) the Card, the Customer shall be entitled to use the Service.
- 3.8. The Parties hereby acknowledge that the Contract received by the Customer under the provisions of Clause 3.7 shall also be deemed a confirmation of the conclusion of a Contract under Section 6 of the Act on the Protection of Consumers in Relation to Sale, whereas the Customer's signature shall have no effect whatsoever on the moment of conclusion and the effect of the Contract.
- 3.9. The Provider shall provide the Customer with the Services at the Charging station and Home wallbox by means of the assigned and activated Card.
- 3.10. While charging an Electric vehicle, the Customer shall be obliged to comply with the provisions and instructions specified on the respective Charging station and Home wallbox.
- 3.11. The information on the volume of consumed electricity shall be available to the Customer upon finishing each charging on the display of the Charging station and shall also be available in the Customer account mobile and Customer account web.
- 3.12. The Customer shall be entitled to change the Service Program selected by him/her with effect to the first (1st) day of the calendar month following the calendar month in which the change was requested. The change of the Program shall be free of charge. The Customer shall be entitled to apply for a change of the Program online via the Customer Zone Web or Customer Zone Mobile, or electronically by sending a request for changing the Service Program to the email address elektromobilita@zse.sk. Change of the Service Program is not considered a change requiring the conclusion of an addendum to the Contract and/or a change of its Annexes.
- 3.13. The Customer hereby acknowledges that the Card cannot be transferred and serves to identify the Customer. The Customer therefore undertakes to use the Card exclusively for their own purposes and under the conditions specified by these BTC and the Contract. The Customer shall also be obliged to treat the Card in an appropriate manner, use it exclusively for specified purposes according to the instructions of the Provider.
- 3.14. ZSE Drive Flat can exclusively be used for a registered licence plate specified in Annex 3 to the Contract. Use of Services by means of a Charging card issued for charging an Electric vehicle with a different licence plate number than the one specified at the registration (i.e. Contract conclusion) is considered Unauthorised use of the Charging card.
- 3.15. The Customer hereby acknowledges that as from the day of the handover of the Card, he/she shall be liable for its use and shall be fully liable for its misuse, loss, theft, destruction or damaging.
- 3.16. In case of a loss, destruction or theft of the Card, the Customer shall be obliged to inform the Provider on this without undue delay. At the notification, the Customer shall specify the Card number. The Provider shall block the respective Card upon the Customer's notification.
- 3.17. The Customer shall be fully liable for liabilities, receivables and damage caused by unauthorised use, loss or theft of the Card and shall be obliged to cover these to the Provider in full extent. The Customer shall be liable for any actions conducted by means of the Card from the day of the handover of the Card until the day of the return of the Card to the Provider, or the blocking of the Card. Any actions by means of an assigned Card shall be deemed actions on behalf on and to the account of the Customer.
- 3.18. If the Customer asks for the issue of a new Card due to its loss, theft, damage or destruction, the Customer shall be obliged to pay the fee as per the valid Priceliste.
- 3.19. The assigned Card shall not become ownership of the Customer and upon termination of the contractual relationship, the Customer shall be obliged to return the assigned Card.
- 3.20. The Customer shall be entitled to ask the Provider to issue another card during the contractual relation by means of an electronic application for issuing a Card via the Website. The receipt of the Card shall be confirmed by means of a new handover protocol, which shall become annex to the Contract. From the moment of assignment and activation of another Card by the Provider, the use of Services by means of the new Card shall be subject to all agreements and conditions of the Contract and these BTC. Such issued Card shall be integral part of the Contract.
- 3.21. The Customer shall be obliged to ensure the compliance with obligations under these BTC by each Electric vehicle driver using the Services. If the Customer provides the Card to a third person, the Customer shall be exclusively liable for its use, loss, damage, etc. towards the Provider.
- 3.22. Upon termination of the Contract, the Customer shall return all assigned Cards to the Provider without undue delay, no later than 14 days from the termination date of the Contract. If the Customer either fails to return the Card to the Provider under the previous sentence, or returns it damaged, the Provider shall be entitled to charge a contractual fine of EUR 15 for each unreturned Card.
- Conditions for using the Service – one-off charging (ZSE Drive Guest Program)**
- 3.23. To use ZSE Drive Guest, which does not include a Card (one-off charging), the Customer shall be obliged to download the Customer Zone Mobile app and fill in all true and accurate data required by the Provider to conclude and perform the Contract. In case of ZSE Drive Guest, payments for Services can exclusively be made by means of the Customer Zone Mobile (mobile app).
- 3.24. The form for one-off charging shall be deemed a proposal for the conclusion of a Contract.
- 3.25. If the Customer fails to fill in true and complete data and/or if the Customer lacks funds of at least EUR 30 on the used credit/debit card, no contractual relation between the Provider and the Customer, nor a title to conclude a contractual relation shall arise.
- 3.26. Pursuant to the provisions of Section 40(4) of the Civil Code, the Contract shall be concluded electronically by filling in the form in the Customer Zone Mobile using Means of remote communication, whereas these BTC shall be an integral part thereof.
- 3.27. Such Contract shall be valid and in force as from the moment of successfully tapping the **"Order with payment obligation = Start charging"** button.
- 3.28. Such Contract can be concluded no earlier than 30 minutes before starting to charge the Electric vehicle.
- 3.29. By tapping the **"Order with payment obligation = Start charging"** button, the Customer also confirms the following: (i) their consent with these BTC and their will to be bound by them and that they read and understood these BTC; (ii) their consent with starting the charging of the Electric vehicle before the deadline for withdrawal terminates, whereas after charging the Electric vehicle, the Customer shall no longer be entitled to withdraw from the Contract; (iii) that the Provider fulfilled the information obligations under Section 3(1) of the Act on the Protection of Consumers in Relation to Sale duly and on time; and (iv) the blocking of EUR 50 from the respective debit/credit card of the Customer until the Electric vehicle is fully charged.
- 3.30. After the Electric vehicle is charged:
- the actual consumed volume of electricity is displayed in the Customer Zone Mobile;
 - the actual price for the provision of the one-off charging Service is displayed in

the Customer Zone Mobile, which shall be paid from the blocked amount of EUR 50 from the entered credit / debit card of the Customer;

- the Customer shall receive to their email address the following: (i) simplified invoice; and (ii) confirmation of the conclusion of the Contract under Section 6(1) of the Act on the Protection of Consumers in Relation to Sale.

3.31. The provisions of Art. 1., Art. 2., Art. 3 Clauses 3.1. - 3.22., Art. 4., Art. 5., Clause 6.1.(b), Art. 7., Art. 8., Art. 9., Art. 10., Art. 11. and Art. 12. shall apply respectively to one-off charging.

Roaming services (National, Partner and International roaming)

3.32. The Customer acknowledges that the Provider shall be entitled to enter into the so-called roaming contracts with other Roaming partners providing charging services for Electric vehicles in Slovakia (National and Partner roaming) and outside Slovakia (International roaming) in order to provide charging services within the ZSE Drive Network to the customers of these Roaming partners and to provide his Customers the option to charge in the network of such Roaming partners.

3.33. Roaming services can be used with ZSE Drive Eco, ZSE Drive Partner and ZSE Drive Flat. The current list of roaming charging stations is specified on the Website, in the Customer Zone Web and the Customer Zone Mobile.

3.34. The prices for using Roaming services within the National, Partner and International roaming are specified in the current Pricelist, whereas the amount shall be calculated according to the structure and rates (AC, DC, Ultra charging) of the selected Program. The price for using Roaming services within International roaming is set as a price for a 60-minute package of access to Roaming partner charging stations regardless of kWh consumed by charging of Electric vehicle.

3.35. Roaming services within International roaming can be used by activating the 60-minute package of access to Roaming partner charging stations. The 60-minute package of access to Roaming partner charging stations is activated by identifying the Customer at the Roaming partner charging station via the Charging card. The validity of the 60-minute package of access to Roaming partner charging stations is 60 minutes from the moment of its activation at a charging station.

3.36. The International roaming service is considered an additional service to the Service Program. If the charging volume of the Customer's Electric vehicle within the International roaming exceeds the charging volume of the Customer's Electric vehicle in the ZSE Drive network in the Slovak Republic in 3 (three) consecutive calendar months, such action of the Customer is considered Unauthorised use of the Charging card.

3.37. When using Roaming services within National, Partner and International roaming, the Customer shall be obliged to follow the instructions on the charging station and the website of the Roaming partner, as well as local laws applicable to providing charging services.

3.38. The provisions of Art. 1., Art. 2., Art. 4., Art. 5., Art. 6., Art. 7., Art. 8., Art. 9., Art. 10., Art. 11. and Art. 12. shall apply respectively to Roaming services.

Use of electricity generated by the Customer as part of the Charging service

3.39 Under the Contract on electricity purchase with a Charging service, the Customer shall be entitled to use the volume of electricity selected by him as part of the Charging service. The Customer hereby acknowledges that such electricity can only be used in the Charging service in a program specified in Article I, Clause 1.5., Subclause z) Letter D) of these BTC.

3.40 Under the Contract on electricity purchase with a Charging service, and the ZSE Energia, a.s. BTC, the Customer shall be entitled to specify or change already specified the designated RFID No. of the Charging card, which shall, from said change entering into force, allow the Entitled person to use the Charging service instead of the Customer. Electricity supplied to be used as part of the Charging service by the Entitled person can only be used in a Program specified in Article I., Clause 1.5., Sub-clause z) Letter D) of these BTC. To avoid any doubt, the Charging service can be used by the holder of the Charging card last specified by the Customer (Customer's charging card or Entitled person's charging card).

3.41 When using the Program along with the Charging service, the Customer or the Entitled person first use the kWh volume of electricity generated and supplied by the Customer to be used as part of the Charging service and only after this volume is used up, the Free charging volume shall be used. The kWh volume of electricity generated and supplied by the Customer to be used as part of the Charging service and the Free charging volume, or parts thereof, cannot be transferred into the following month and if it is not used by the Customer or the Entitled person in the respective month, the right to use it as part of the Charging Service extinguishes.

3.42 The percentage of electricity supplied by the Customer for the purposes of use as part of the Charging service, representing the volume of electricity in kWh, shall be added to the Free charging volume of the selected Program for the Customer or the Entitled person, with a two-month delay (to avoid any doubt, the specified percentage of electricity generated by the Customer in the month „M“ shall be added to the Customer's or Entitled person's Free charging volume of the selected Program in the month „M+2“).

3.43 If the Customer or the Entitled person do not meet all conditions for the use of electricity as part of the Charging service in the calendar month „M+2“ as per provisions of the Contract on Purchase with a Charging service, the ZSE Energia, a.s. BTC and/or these BTC, electricity supplied by the Customer to ZSE Energia, a.s. for the purpose of its use within the ZSE Drive shall be deemed delivered for the purpose of forfeiting electricity for the benefit of the Provider. The Customer acknowledges that in cases under to the previous sentence, the percentage of electricity delivered by the Customer for the purposes of its use as part of the Charging service shall not be added to the Free charging volume of the selected Program of the Customer or the Entitled person, and such determined percentage of electricity, representing the volume of electricity in kWh, shall be left by Customer free of charge (forfeited) to the Provider.

3.44 The Customer or the Entitled Person shall not be entitled to use the Charging Services and the Forfeit of electricity to the Provider shall also occur in cases where the Customer or the Entitled Person do not have a valid and effective Contract with the Program specified in Article I., Clause 1.5., Sub-clause z) Letter D) of these BTC and/or in cases of Unauthorised use of the Charging card.

3.45 If the reasons for which it was not possible for the Customer or the Entitled Person to use the Charging services disappear, the Customer or the Entitled Person shall be able to use the Charging services again in the calendar month M+2 (it applies that if, for example, the Customer did not meet the conditions for using the Charging services in October and began to meet them in November (month „M“), he shall be able to use the Charging Services at the earliest in January, in the amount of electricity corresponding to the percentage of electricity delivered to be used as part of the Charging Service last notified by the Customer).

IV. Home wallbox Services

4.1. The Provider offers Home wallbox Services to the Customer by means of a Home wallbox supplied to the Customer directly by the Provider or by a third party (e.g. car seller or other provider). The Provider may provide Home wallbox services also for devices by other providers, if they are functionally and technically compatible with the Provider's platforms and back-end. The Provider may publish the list of compatible wallbox brands and types on his website. If a Contract is concluded by and between the Customer and the Provider, and the Parties agree on the provision of Home wallbox Services, they will conclude an Addendum to the Contract regarding the Home wallbox Services.

4.2. In addition to providing Services at the ZSE Drive Network Charging stations, the Charging card assigned to the Customer based on the Contract also serves to provide Home wallbox Services. The Provider will activate the Charging card for purposes of using Home wallbox Services after the Addendum on the provision of Home wallbox Services comes into effect.

4.3. Home wallbox Services comprise of the following services:
a) Customer's access to the Customer Zone Mobile and Customer Zone Web with the possibility of: i) online access to the Electric vehicle's charging status and monitoring

- of the charging history (home charging, public charging), ii) controlling the Home wallbox (turn off, start charging the Electric vehicle remotely), iii) choosing the preferred charging mode for the Electric vehicle (e.g. high/low tariff);
- b) remote monitoring of the Home wallbox functionality by the Provider;
 - c) service support via 24/7 telephone line for reporting malfunctions (current telephone number for reporting malfunctions under Clause 4.3(c) of these BTC is published in the Provider's Website, as well as Customer Zone Mobile and Customer Zone Web);
 - d) extended warranty if the Provider and Customer concluded a purchase contract or contract for work in relation to the Home wallbox.
- 4.4. The Customer acknowledges that change of electricity supplier and change of tariff type (to the tariff for home charging of electric vehicles) are not part of the Home wallbox Service. If the Customer wishes to change the tariff type, they are obliged to request such change from their electricity supplier.
- Extended warranty**
- 4.5. Extended warranty under Clause 4.3(d) means ensuring expert assessment of all Home wallbox malfunctions and removal of Home wallbox defects (except for uncovered defects under Clause 4.18) which the Provider offers to the Customer under the conditions defined herein and in the Addendum on the provision of Home wallbox Services, which the Parties undertake to observe. Extended warranty is provided for six (6) years from the day when the Customer takes over the Home wallbox under the conditions of the purchase contract or contract for work in relation to the Home wallbox.
- 4.6. As part of the Extended warranty, the Provider undertakes:
- a) to ensure expert assessment of every Home wallbox malfunction occurring after the expiration of warranty arising from the purchase contract or contract for work in relation to the Home wallbox, which the Customer announces to the Provider during the provision of the Home wallbox Service, and
 - b) if such announced malfunction is a defect of the Home wallbox, to ensure the removal of the Home wallbox defect by repair or replacement under the conditions indicated further in these BTC.
- 4.7. The Customer must notify the Provider without undue delay of every Home wallbox malfunction (with the exception of uncovered malfunctions under Clause 4.18) which the Customer wants to resolve within the Extended warranty. The notification under the previous sentence may be given in the same manner as agreed by the Parties for filing complaints in the Contract, Addendum on the provision of Home wallbox Services, or as specified in these BTC.
- 4.8. The Customer must stop using the Home wallbox with detected malfunction until the defect is removed or until the notification that the Home wallbox is defect-free and may be used safely. Any use of Home wallbox in contradiction with the previous sentence is on the Customer's own responsibility and he/she is liable for any damage thus caused.
- 4.9. Poskytovateľ je povinný bez zbytočného odkladu (najneskôr však do 14 dní) zabezpečiť prehliadku Domáceho wallboxu a odborné posúdenie oznámenej poruchy Domáceho wallboxu, a to v termíne, ktorý si za týmto účelom zmluvné strany dohodnú.
- 4.10. The Customer must make the Home wallbox available to the Provider at the agreed time. The Customer must inform the Provider at least 24 hours beforehand of every inability to make the Home wallbox available at the agreed time. If the Customer fails to meet the obligation under the previous sentence, the Provider may charge the Customer the costs of the trip in relation to the futile attempt to carry out the Home wallbox inspection.
- 4.11. During the Home wallbox inspection the Provider will perform expert assessment of the announced Home wallbox malfunction and will inform the Customer whether it is a defect and whether the defect is removable. The defect is not removable (i.e. it is an unremovable defect) if it cannot be removed by Home wallbox repair or if its repair would be uneconomic according to the Provider's sole opinion.
- 4.12. If the Home wallbox malfunction (with the exception of uncovered malfunctions under Clause 4.18) is a defect which is i) removable, the Provider will ensure the repair of the Home wallbox at his own expense, whereas the costs of the spare part are borne by the Customer, or if it is ii) unremovable, the Provider will recommend the date of replacement of the Home wallbox, or suggest another solution.
- 4.13. For purposes of this section of the BTC, the malfunction means such complete or partial loss of the Home wallbox functionality which cumulatively meets all the following facts:
- a) had the malfunction occurred during the standard warranty, the standard warranty would have applied,
 - b) it occurred on the Home wallbox during uninterrupted use of the Extended warranty Service,
 - c) it was announced to the Provider within the duration of the Extended warranty service, and
 - d) it is not an uncovered malfunction under Clause 4.18.
- 4.14. The Parties will make a written protocol on the manner of removal of the Home wallbox defect. Despite signing the protocol, the Provider may at any time decide on another manner of removing the Home wallbox defect. The Provider shall inform the Customer of the procedure concerning the repair of the Home wallbox, as well as its expected duration. Repair in general should not exceed 30 days. If it is found out during the Home wallbox repair that the repair will require more time, the Provider may prolong the repair time by the necessary period.
- 4.15. The Customer must make the Home wallbox repair site available to the Provider at the agreed time in order for the Provider to perform the repair under Clause 4.14. The Customer must inform the Provider at least 24 hours beforehand of every inability to make the Home wallbox repair site available at the agreed time. If the Customer fails to meet the obligation under the previous sentence, the Provider may charge the Customer the costs of the trip in relation to the futile attempt to repair the Home wallbox.
- 4.16. After removing the Home wallbox defect, the Provider is obliged to allow the Customer to familiarise themselves with the condition of the Home wallbox. The Parties will make a written protocol on the removal of the Home wallbox defects.
- 4.17. If the Home wallbox malfunction is an uncovered malfunction under Clause 4.18 or is not a malfunction under this Article of the BTC, the Customer is not entitled to its free removal and it is the Customer's sole decision whether he/she will ensure the Home wallbox repair via the Provider or via a third party. If the Provider and the Customer agree on the repair of the Home wallbox, the Customer is obliged to pay the price of the repair in full.
- 4.18. An uncovered malfunction means any of the following malfunctions:
- a) malfunction which represents usual wear of the Home wallbox due to its use without the loss of its functionality,
 - b) malfunction which does not represent deteriorated functionality of the Home wallbox and does not prevent or limit its normal use,
 - c) malfunction caused by the Customer or a third party intentionally or due to negligence,
 - d) malfunction occurring due to incorrect use, maintenance or repair by the Customer or a third party,
 - e) malfunction occurring due to another event which the Provider and the Home wallbox manufacturer could not influence (e.g. damage caused by third party, elements, fire, overvoltage or use of incorrect power source, electricity outage, chemicals, physical phenomena, radiation or force majeure) or
 - f) malfunction of parts whose wear is a common phenomenon.
- Obligations of the Provider and the Customer**
- 4.19. The Provider shall be obliged to:
- a) allow the customer to use Services under conditions specified in these BTC and the Contract;
 - b) ensure regular technical maintenance of Charging stations;
 - c) in case of outages on any Charging stations, ensure their repair without undue delay according to his own capabilities;
 - d) provide technical assistance regarding the Services 24 hours a day, seven days a

week, on the toll-free line 0800 555 800;

e) provide the Customer with the necessary cooperation when using the Services.

4.20. The Customer shall be obliged to:

a) follow all provisions of the BTC and the Contract, use Services exclusively under applicable Slovak laws and/or local applicable laws when using Roaming services, instructions and manuals of the Provider and/or Roaming partners;

b) not misuse the Services in any manner, particularly by undertaking that the Customer shall use any Charging station exclusively in the specified manner, they shall not damage it or interfere with it in any other manner, they shall respect rights and legitimate interests of other Service customers and follow instructions of the Provider and/or Roaming partner, particularly in connection with the maximum standing times at Charging stations;

c) use the Charging station according to its purpose in a manner that prevents damage to property and health;

d) inform the Provider without undue delay of any outages, defects or damage to Charging stations which the Customer identified or learned about during the use of the Services;

e) pay the Provider any damage caused intentionally or by negligence on any Charging station by the Customer's improper or careless use and manipulation;

f) offer the Provider or his appointed person any cooperation necessary for the proper and timely performance of services and activities within the Services. If the Customer fails to provide cooperation under the previous sentence or is in delay with it, the Provider shall not be in delay with the performance of his obligations under these BTC during the time when the Customer is in delay.

V. Price for the provision of Services

5.1. The Price for the provision of the Service is specified in the currently valid Pricelist, which is an integral part of the Contract, whereas the amount shall be calculated according to the structure and rates (AC, DC, Ultra charging) of the selected Services.

5.2. The amount to be paid for the Service Program shall be calculated according to the volume of consumed electricity when charging the Electric vehicle. Such volume shall be specified by means of devices located in the Charging station. In case of a different volume indicated on the Charging station and in the Electric vehicle, the figure on the Charging station shall prevail.

5.3. Further additional Services are charged according to the valid Pricelist. The price for the Home wallbox Service is determined as a regular monthly fee which the Customer agrees to pay the Provider for the provision of the Home wallbox Service as per the valid Pricelist.

5.4. The Prices of individual Programs and other fees in the Pricelist are final and include value-added tax ("VAT").

5.5. The Provider reserves the right to amend the Pricelist unilaterally, whereas the amendment of the Pricelist shall be announced by the Provider publishing it on his Website. The new Pricelist shall enter into force on the 1st day of the month following the month in which the Pricelist was published, whereas the Provider undertakes to publish it at least 15 days before the day the new Pricelist is to enter into force. The Customer shall be obliged to get acquainted with the amendments of the Pricelist. The Provider shall be entitled to amend the Pricelist during the contractual period and charge the Customer for the use of the Services as per the new Pricelist.

VI. Payment and invoicing terms

6.1. The Customer shall be entitled to make payments for Services under the Contract in one of the following manners:

a) bank transfer based on the invoice for the previous calendar month in which the Customer was provided Services or any other performances under the Pricelist – for Programs where a Card is issued; and/or

b) payment via the Customer Zone Mobile (mobile app) by using the credit / debit card number – for Programs with no Card issued.

6.2. The Provider generally issues hard copy (printed) invoices under Clause 6.1(a) of these BTC and delivers them to the delivery address of the Customer specified in the

Contract within 15 (fifteen) calendar days from the end of the month in which the Customer was provided Services or other performances as per the Pricelist.

6.3. In case of an agreement between the Provider and the Customer on electronic invoices, the Provider shall not be obliged to send the Customer invoices in hard copy form. In such case, invoices are delivered to the email address of the Customer specified in the Contract or announced upon conclusion of the Contract in the same deadline as hard copy invoices.

6.4. The invoice shall be due within 14 (fourteen) calendar days from the date of its issuance. The settlement day shall be the day on which the due amount was credited to the account of the Provider.

6.5. If the due date of an invoice is not a business day, the following business day shall be deemed as the due date.

6.6. In case of default with the payment of any obligation under the Contract, the Provider shall be entitled to charge the Customer interest on late payment for each commenced day of the default until such an obligation is duly paid. The amount of the interest on late payment shall be five percentage points above the basic interest rate of the European Central Bank valid as to the first day of the default with the payment. The obligation shall be deemed paid when the funds are credited to the bank account of the Provider. By claiming the interest on late payment, the Provider's right to claim damages higher than the interest on late payment is not affected.

6.7. Filing a complaint against the invoice by the Customer does not affect the Customer's obligation to pay the invoice within the due date. If the Customer fails to pay the billed amount in full amount within the due date, the Provider shall be entitled to interrupt or limit the provision of the Services by blocking the Card or all issued Cards until the due amount is duly paid.

6.8. Not paying any obligation towards the Provider shall be deemed breach of the Customer's obligations and the Provider shall be entitled to withdraw from the Contract as specified below.

6.9. The Customer shall be entitled to set-off his/her receivables due from the Provider exclusively with the prior written consent of the Provider.

VII. Interruption and limitation of provision of Services

7.1. The Provider shall be entitled to limit or interrupt the provision of Services in the following cases:

a) the Customer is in default with paying any due amount to the Provider under the Contract;

b) in case of planned reconstructions, modernisations, repairs and maintenance of Charging stations, the Provider shall notify the Customer respectively no later than 10 calendar days in advance, whereas an announcement on the Website shall also be deemed notification under this Clause;

c) in case of unexpected outages; in such case the Provider shall notify the Customer without undue delay, whereas an announcement on the Website shall also be deemed notification under this Clause;

d) in case of unavoidable occurrences which are not caused by the operation of Charging stations, particularly in case of unavoidable natural occurrences, acts of terrorism, war or strike impacting the performance of obligations by the Provider;

e) in case of interruption or limitation of electricity distribution by the respective distribution system operator in whose network the Charging station is connected, in cases and under conditions specified in the Act on Energy and other related acts;

f) if the Provider finds out that the information provided by the Customer is false or not up-to-date, or if the Provider justifiably suspects so, or if the Customer commits a material breach of the Contract.

In the case under sub-clause f) the Provider reserves the right to temporarily interrupt or even completely terminate the provision of the Service.

7.2. During the interruption or limitation under Clause 7.1 of this Article of these BTC, the Provider shall not be obliged to provide the Services to the Customer, whereas upon removing the causes of the interruption or limitation under Clause 7.1 hereof, the use of the Services shall be recovered and enabled without undue delay.

7.3. The Provider shall not be obliged to provide the Services in case of emergency situations specified by the Act on Energy, whereas such emergency situation under the provisions of Section 20 of the Act on Energy is immediate shortage or imminent shortage of electricity, change of frequency in the system below or above the level specified for technical means providing automatic disconnection from the system pursuant to the technical conditions of the distribution system operator or the suspension of parallel operation of transmission systems that could significantly decrease or interrupt electricity supply, or switching off of energy facilities, or threat to human life and health in the specified territory or part thereof due to extraordinary events and crisis situations, economic mobilisation measures, accidents on facilities for the generation, transmission and/or distribution of electricity even outside the specified territory, threats to safety and reliability of system operation, shortage of energy sources, acts of terrorism.

VIII. Liability for defects

- 8.1. If either Party breaches obligations resulting from these BTC and the Contract, the aggrieved Party is entitled to the compensation of demonstrable damage.
- 8.2. The Provider shall not be liable for the non-provision of the Services in the following cases: (i) defective or improper equipment of the Electric vehicle; (ii) improper actions by the Customer while using the Services; (iii) third-party fault that caused the damage, destruction, or theft of Charging stations; and (iv) the Customer's non-compliance with these BTC or applicable laws of the Slovak Republic and/or the Roaming partner's country. During the Services provision, the Provider is not liable for the load of connectors which is informatively indicated near Charging stations as maximum possible load of the Charging station.
- 8.3. The Provider shall not be liable towards the Customer or a third party for direct, indirect, extraordinary or other damage incurred as a result of incorrect use or inability to use Services, including loss of profit, costs, interruption of activity or other damage except if such damage was caused as a result of demonstrably intentional unlawful action of the Provider.
- 8.4. The Parties shall inform each other of any facts they are aware of that might result in damage and shall seek to prevent imminent damage.
- 8.5. The Provider shall be liable for damage that could be caused by using the Services up to EUR 5,000 (five thousand euros).
- 8.6. If the Customer fails to meet his/her obligation to inform the Provider of the amendment of his/her data within either the registration form or the Contract, the Provider shall not be liable for any damage caused to the Customer in this respect. If the Customer provides false, incomplete or otherwise incorrect information and damage is caused due to that, such damage shall be enforceable from the Customer.
- 8.7. The Provider shall be liable for shortcomings of the Services under Sections 623 and 624 of the Civil Code, unless otherwise indicated in these BTC.
- 8.8. The Provider is liable for deficiencies of the repair or regular service of the Home wallbox upon the handover to the Customer, as well as defects occurring after the handover within the warranty period. The warranty period is 3 months. The Customer must exercise claims of deficient performance in providing the Home wallbox Service occurring in the warranty period immediately by filing a complaint in the manner specified in these BTC.

IX. Delivery of Notifications

- 9.1. Unless otherwise specified in these BTC or the Contract, all notifications, appeals and other communication which according to the Contract or these BTC are to be made in writing ("**written notifications**") are deemed duly submitted when delivered to the other Party in any of the following manners:
 - a) when delivered in person to the address of the Party specified in the Contract or communicated following the Contract conclusion,
 - b) when delivered by a postman,
 - c) when delivered by a parcel service,
 - d) when delivered by electronic means to the email address specified in the Contract or announced to the Provider after the conclusion of the Contract.

9.2. When delivered in person pursuant to Clause 9.1.(a) of this Article 9 of the BTC, the written notifications are deemed delivered on the day indicated on the receipt confirming the acceptance of the written item by the addressee (e.g. a stamp from the filing office of the Party or a confirmation of the acceptance on the copy of the written notification being delivered).

9.3. Written notifications delivered by either the Customer or the Provider under Article 9, Clause 9.1, Sub-clause b) and c) by means of postal delivery or parcel service ("**mail**") shall be deemed delivered to the addressee:

- a) on the day the mail is accepted;
- b) on the day the addressee refuses to accept the mail,
- c) on the seventh day from when the mail is stored at the post office,
- d) on the day of the return of the mail to the sender, if the mail could not have been delivered to the last known address of the Party (only if delivery fiction under Article 9, Clause 9.1, Sub-clause c) is not applied).

When delivered electronically pursuant to Clause 9.1 of this Article 9 of these BTC, written notifications are deemed delivered:

- a) on the next business day following the date indicated on the confirmation about the successful sending of a fax message,
- b) on the next business day following the day of sending the e-mail message.

9.4. Each Party is obliged to communicate to the other Party any change in the delivery address and or e-mail address without delay. The written notification is deemed delivered when sent to the addressee's last known email address that the sender is aware of.

X. Filing complaints

10.1. A complaint is a written claim filed by the Customer or his/her authorised representative addressed to the Provider, by which the Customer applies the liability of the Provider for a defective provision of Services, whereas such state is existent at the moment the complaint is filed and the Customer requires a correction from the Provider. The purpose of complaints is particularly to remove defects claimed by the Customer.

10.2. The Customer shall particularly be entitled to complain about:

- a) quality of the provided Services;
- b) non-functional RFID Card;
- c) invoicing of the provided Services;
- d) other identified defects related to the provision of services by the Provider.

10.3. The Customer shall be entitled to file the complaint as follows:

- a) in writing with the Provider at the mailing address: Západoslovenská energetika, a.s., Čulenova 6, 816 47 Bratislava;
- b) electronically at the email address elektromobilita@zse.sk;
- c) in person at the Provider via ZSE Centers, whereas a record has to be made about the filing of the complaint;
- d) via the complaint form available at the Provider's Website.

10.4. The claim by which the Customer files the complaint shall have to include the following legible information:

- a) identification of the Customer – given name, surname, residence;
- b) Contract Number;
- c) the subject of the complaint pursuant to the provisions of Clause 10.2. of this Article 10 (meaning a description and justification of the complaint along with potential documents and other significant circumstances relevant for assessing the complaint; if complaints are related to invoices, also the identification details of the invoice in question and the variable symbol relevant for the complaint);
- d) signature of the Customer or his/her authorised representative in case of complaints not filed in electronic form;
- e) date of filing the complaint;
- f) address to which the reply will be sent (if different from the address on record with the Provider).

The template of the complaint record is available to the Customer at the Provider and on his Website.

- 10.5. If the complaint lacks the above requisites and the Provider therefore cannot process the complaint, the Provider shall be obliged to ask the Customer to complement the complaint with the requisite information and to determine a period for the completion which must not be shorter than 10 days from the delivery of the call for completion. If the Customer fails to complete the complaint, it shall be deemed unsubstantiated.
- 10.6. If the complaint is filed on behalf of the Customer by his/her authorised representative, a written power of attorney authorising them to act on the Customer's behalf in the matter signed by both the authorised representative and the Customer has to be attached as well.
- 10.7. The complaint must be filed after identifying shortcomings without undue delay.
- 10.8. Filing a complaint against the invoice by the Customer does not affect the Customer's obligation to pay the invoice within the due date.
- 10.9. The Provider shall process the complaint in the shortest time possible. The deadline for processing the complaint is 30 days from the date of filing the complaint at the maximum, unless special regulations stipulate otherwise. The complaint shall be deemed received on the day the written complaint under these BTC is delivered to the Provider.
- 10.10. In case of incomplete complaints under Article 10, Clause 10.5, the 30-day period for the settlement of complaints shall commence from the day of delivery of the Customer's amended complaint under Clause 10.5 of this Article 10.
- 10.11. If the Customer disagrees with how the complaint was settled, or if he/she believes that his/her right within the contractual relation with the Provider was violated, he/she is entitled under Act No. 391/2015 Z.z. on Alternative Consumer Dispute Resolution to approach the entity responsible for alternative consumer dispute resolutions. The aforementioned fact has no effect on the right of the Customer to apply their rights at the respective court of the Slovak Republic.
- 10.12. The Customer is entitled to file petitions for the alternative resolution of consumer disputes also via the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/>.
- 10.13. The Customer is entitled to file petitions for the alternative resolution of consumer disputes also via the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/>.
- 10.14. The entity of alternative dispute resolution shall close the alternative dispute resolution within 90 days from its commencement. In special complicated cases, the entity of alternative dispute resolution can extend the deadline above by 30 days, even repeatedly, with specifying the reasons for extending such period.
- XI. Termination of the Contract**
- 11.1. The Contract shall terminate:
- based on the agreement of the Parties;
 - by notice of termination;
 - by withdrawal from the Contract for reasons specified in this Article 11 of these BTC;
 - by crediting the funds to the bank account of the Provider in case of one-off charging.
- 11.2. The Contract may be terminated by a written agreement of the Parties.
- 11.3. Either Party may terminate the Contract for any reason by delivering a written notice of termination of the Contract to the other Party with a one-month notice period which starts on the first day of the month following the month in which the written notice of termination of the Contract has been delivered to the other Party.
- 11.4. Either Party may withdraw from the Contract if:
- the other Party has filed its own bankruptcy petition; or
 - the bankruptcy petition against the other Party has been filed by a third party while the Party concerned is insolvent or in the situation giving reasons for bankruptcy proceedings; or
 - a bankruptcy order against the property of the other Party has been declared or the bankruptcy petition has been rejected due to the lack of property; or
 - the other Party went into liquidation.
- 11.5. Such withdrawal from the Contract shall become effective on the day of delivery of the written notification of the withdrawal from the Contract to the other Party or a later day stated in such written notification.
- 11.6. In the event of withdrawal from the Contract, the rights and obligations under the Contract shall remain applicable until the date of effectiveness of the withdrawal.
- 11.7. The Provider is entitled to withdraw from the Contract by means of a written notice of withdrawal in the following cases:
- if the Customer is in default with paying invoices and fails to pay these even within the deadline specified in the reminder;
 - if the Customer provides false information in the form for the conclusion of the Contract;
 - misuse of the Service as per these BTC;
 - repeated breach of these BTC;
 - if the Customer fails to deliver the Contract signed by him/her to the Provider within 15 calendar days from the delivery of the Contract and the Card;
 - change of the purpose of using the Services to a purpose other than personal use by the Customer;
 - if the Customer did not use any Service during twelve (12) consecutive calendar months even once;
 - if the Charging card is blocked due to Unauthorised use of the Charging card.
- 11.8. The Provider is entitled to withdraw from the Contract by means of a written withdrawal from the contract sent to the Customer. The withdrawal enters into force on the day of the delivery of the written notice of withdrawal from the Contract by the Provider to the Customer, or a later date specified in the written notice of withdrawal sent to the Customer. The Provider's written notice of withdrawal is deemed to have been delivered to the Customer on the day when it is accepted, refused or on the third day of its storage at the post office, even if the Customer had not learned about its storage.
- 11.9. The Customer is entitled to withdraw from the Contract by means of a written notice of withdrawal:
- if the price for the provision of the Services increases, whereas in such case he/she is entitled to withdraw in writing within 15 days from when the Pricelist under these BTC enters into force;
 - if new BTC are published, whereas in such case he/she is entitled to withdraw in writing within 15 days prior to the day when these BTC enter into force;
 - if the Customer is unable to use the Services due to circumstances lasting longer than 30 (thirty) consecutive calendar days.
- 11.10. The Customer is entitled to withdraw from the Contract also without specifying a reason within 14 calendar days from the conclusion of the Contract. In such case, the Customer shall be entitled to apply his/her right of withdrawal from the Contract at the Provider in writing, or by means of the form for the withdrawal from the Contract. Costs related to the return of the Card shall in such case be borne by the Customer. In case of one-off charging, the Customer shall not be entitled to withdraw from the Contract if the Service was already provided.
- 11.11. Withdrawal from the Contract shall become effective on the day of delivery of the written notice of withdrawal from the Contract to the other Party or a later day stated in such written notification.
- 11.12. The withdrawal from the Contract or its termination for other reasons shall not affect the right to exercise claims arising from the breach of the Contract, including entitlement to damage compensation, contractual penalty, contractual provisions on the dispute resolution between the Parties and other provisions which – under the Contract or due to their nature – are to last even after the Contract termination. The provisions covering the settlement of legal relations under the Contract shall remain in force until the settlement is made.
- XII. Final provisions**
- 12.1. The Provider reserves the right to change the Program including the price for the provision of the Services and the scope and structure of the Services at any time, particularly if (i) conditions for providing the Services on the market changed, (ii) costs for the provision of the Services increased; (iii) market and/or technology

- development of the Services changed; (iv) applicable laws are amended; or (v) respective public authority issues a resolution.
- 12.2. The Provider is entitled to ensure the performance of services and activities within the Services also via third parties with expert competence, which does not affect the Provider's liability for such performed services or activities.
 - 12.3. Legal relations between the Parties not governed by the Contract or these BTC shall be governed by applicable Slovak laws, particularly the Civil Code, Act No. 250/2007 Z.z. on the Consumer Protection as amended and the Act on Protection of Consumers in Relation to Sale.
 - 12.4. Neither Party may assign or transfer its rights or obligations under the Contract, partially or as a whole, without the prior written consent of the other Party, except for the Provider's right to assign the Customer's debts having arisen in connection with this Contract.
 - 12.5. The Contract provisions are severable. Should any Contract provision (or a part thereof) become void or unenforceable due to change of the applicable laws throughout the duration of the contractual relation, the validity and enforcement of other provisions of the Contract shall remain unaffected and the Parties agree to negotiate in order to amend the contractual relation in line with the new legal regulation and replace the concerned provisions with new provisions, according to the respective legal regulation or the change, so as to maintain the purpose of this Contract and the intentions of the Parties expressed in the original provisions.
 - 12.6. Changes in the identification data of the Parties registered in the Companies Register as well as the account number or change of the unit responsible for the conclusion and performance of the Contract shall not be considered as changes requiring executing an addendum to the Contract. The Party whose data have changed is obliged to notify the other Party in writing without delay by means of a registered mail sent to the registered office address of the other Party. Such notification of change shall come into effect on the date of its delivery to the other Party.
 - 12.7. The Provider shall be entitled to unilaterally amend these BTC due to changes in electricity prices and due to reasons specified in Clause 12.1 of these BTC. When the new BTC come into effect, these BTC become void. The Provider shall notify the Customer of the amendment of these BTC by publishing them on the Website at least 30 days before they come into effect.
 - 12.8. The Provider, in carrying out his business activities and relationships, follows the principles set out in the Code of Conduct of the ZSE Group whose wording can be found on the website <http://www.skupinazse.sk/sk/0-spolocnosti/Etika-a-transparentnost>.
 - 12.9. These BTC enter into force and become effective on 1st October 2023.