

## Business Terms and Conditions (BTC) of the ZSE Drive Service – Corporate

### I. Introductory provisions and general terms and definitions

- 1.1. These 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 district court Bratislava I., Section: Sa, File No. 2852/B (hereinafter only as the “Provider”) and govern the mutual rights and obligations of providing and using ZSE Drive.
  - 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 Service, 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 Service.
  - 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 22 kW, whereas AC charging also includes the use of 400 V/32 A and 230 V/16 A industrial sockets;
    - b) **DC charging** – charging electric vehicles by means of direct current under 50 kW;
    - c) **Pricelist** – document, in which prices for the provision of the Service and/or prices related to the provision of the Service in the Charging station network, including Service schedules. The pricelist is an integral part of the Contract and is available on the Website as well.
    - d) **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 Section 5.2 of these BTC.
    - e) **National roaming** – provision of Roaming services in charging networks of other providers than the Provider on the territory of the Slovak Republic. Charging stations in Home roaming are labelled by the logo of the relevant provider and information about their placement is available at the website, section Customer Zone Web and Customer Zone Mobile;
    - f) **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;
    - g) **Charging card / Card** – Plastic ID card / Keyring FOB containing an RFID chip, assigned to the Customer, aimed at identifying and authorising the Customer when using the Service. 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;
    - h) **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 Roaming partners 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 AC, DC and / or Ultra charging of Electric vehicles.
    - i) **Charging station** – Publicly accessible charging stations of the Provider included in the Network of charging stations and enabling the use of the Service. The current List of Charging stations is published via the Website. From the technical perspective, the Charging station is equipment comprising of one or more charging points enabling the Customer to charge Electric vehicle batteries;
    - j) **Unauthorised use of the Charging card** – Unauthorised use of the Charging card refers to cases indicated in Clause 3.13, 3.35 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;
- k) **Civil Code** - Act No. 40/1964 Zb. Civil Code as amended.
  - l) **Commercial Code** – Act no. 513/1991 Zb. Commercial Code as amended;
  - m) **Partner roaming** – Provision of Roaming services at the charging stations owned by other entity than the Provider; charging stations are included in the ZSE Drive Charging station. Charging stations in the Partner roaming are labelled by the logo of ZSE Drive and information “Partnerský roaming”. Information about the placement of Partner roaming charging stations is available at the website, section Customer Zone Web and Customer Zone Mobile;
  - n) **Service Program / Program** – structured 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;
  - o) **Remote means of communication** – means enabling the conclusion of a Contract not requiring physical presence of the Provider and Customer by means of remote communication;
  - p) **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;
  - q) **Roaming services** – Services of charging Electric vehicles at charging stations of Roaming Partners in Slovakia as part of the National roaming, Partner roaming and abroad as part of International roaming;
  - 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) **The Service** comprises of:
    - a) In case of Service programs, where a Card is included, from (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, from (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 the Website, Customer zone / Mobile, including access to information on the use of the Service;
  - t) **Ultra-charging** - charging electric vehicles by means of direct current above 50 kW;
  - u) **International roaming** – provision of roaming services outside Slovakia;
  - v) **Customer** – Legal entity, who (i) registered on the Website, or (ii) Who filled in the form on Customer zone / Mobile to use the Service for one-off charging, acting within their scope of business / enterprise / employment / trade when concluding the Contract.
  - w) **Customer account** – Account of the Customer established in the Customer zone

/ Web upon successful registration and enables the Customer access to data within the customer zone;

- x) **Customer zone web** – web-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.
- y) **Customer zone mobile** – mobile app by means of which the Customer can identify the location of the nearest Charging station, show the current status of the Electric vehicle charging, make payments for one-off charging, see charging history information, etc.
- z) **Act on Energy** – Act No 251/2012 Z.z. on Energy and on amendment to certain Acts as amended.
- aa) **Contract** – Contract on the provision of the ZSE Drive Service concluded by and between the Customer and the Provider;
- bb) **Parties** – Customer and Provider;
- cc) **Website** – [www.zsedrive.sk](http://www.zsedrive.sk), via which the Customer can register, access their Customer account 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-mobili ty news and other.
- dd) **Residential location** – place designated for longer charging of electric vehicles, usually located near residential facilities or public transport hubs. AC charging in a residential location allows for a longer charging time of your electric vehicle without the need to pay parking fees as per the price list. You can find the information on the placement of a charging station in a residential location at [www.zsedrive.sk/mapa](http://www.zsedrive.sk/mapa), as well as in the ZSE Drive app.

## II. Place and time of Service provision

- 2.1. The Provider provides the Service on Charging stations, the list of which is published on the Website.
- 2.2. The Provider reserves the right to change the list under Clause 2.1 unilaterally.
- 2.3. The Provider provides the Service in the time specified for the respective Charging station as per the list under Clause 2.1 with the exception of suspending and/or limiting the provision of the Service under these BTC.

## III. Conditions of using the Service

- 3.1. Prior to the conclusion of the Contract the Customer is obliged to truly and precisely inform of other facts necessary for the Provider with the aim of concluding and performing of the Contract. The Parties, 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 statutory representative of 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 in electronic means by filling out a registration form on the Website of the provider by the following means:
  - a) Personally at the premises of either the Provider or his contractual partner;
  - b) By means of remote communication means, 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 his express consent with these BTC and his will to be bound by them and also declares that he has duly read these BTC and has understood their content.
- 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 a successful registration, a Customer account / web shall be created for the

Customer and if he shall not receive in return a Card and a Contract, these shall be sent to him by post to an address specified by the Customer.

- 3.7. In connection with Clause 3.6 of this Clause 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 Provider shall provide the Customer with the Service on the Charging station by means of the assigned and activated Card.
- 3.9. The Customer shall, while charging an Electric vehicle, be obliged to comply with the provisions and instructions specified on the respective Charging Station.
- 3.10. 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 at the Customer account / mobile and Customer account / web.
- 3.11. The Customer shall be entitled to change the Service schedule selected by him 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 schedule 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 change request for changing the Schedule to the email address [elektromobilita@zse.sk](mailto: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.
- 3.12. 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.
- 3.13. 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.
- 3.14. The Customer hereby acknowledges that as from the day of the handover of the Card he shall be liable for its use and shall be fully liable for its misuse, loss, theft, destruction or damaging.
- 3.15. 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 No. The Provider shall block the respective Card upon notification of the Customer.
- 3.16. The Customer shall be fully liable for liabilities, receivables and damage caused by unauthorised use, loss or stealing the Card and 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.
- 3.17. 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 Price list.
- 3.18. 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.
- 3.19. 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. At the moment of the assignment and activation of a further Card by the Provider, all provisions and conditions of the Contract and the BTC shall apply to the use of the Service by means of the new Card. Such issued Cards shall be deemed integral part of the Contract.
- 3.20. The Customer shall be obliged to ensure the compliance with obligations under these BTC by each Electric vehicle driver using the service. If the Customer provides the Card to a third person, the Customer shall be exclusively liable for its use, loss,

damage, etc. in the same manner towards the Provider,

- 3.21. Upon termination of the Contract, the Customer shall be liable to return all assigned Cards to the Provider without undue delay, anyhow not 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 not returned Card.

#### **Conditions for using the one-off charging program (ZSE Drive Guest)**

- 3.22. To use ZSE Drive Guest, which does not include a card (one-off charging), the Customer shall be obliged to download the mobile application Customer zone / mobile 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 done by means of the Customer zone / Mobile – mobile app.
- 3.23. The form for one-off charging shall be deemed a proposal for the conclusion of a Contract.
- 3.24. If the Customer fails to fill in true and complete data and/or if the Customer lacks funds on the used credit / debit card of at least EUR 30, no contractual relation between the Provider and the Customer, nor a title to conclude a contractual relation shall arise.
- 3.25. Pursuant to the provisions of Section 40(4) of the Civil Code, the Contract shall be concluded electronically by filling in the form on the Customer zone / mobile by means of remote communication means, whereas these BTC shall be an integral part thereof.
- 3.26. Such Contract shall be valid and in force as from the moment of successfully pressing the "Order with payment obligation – Start charging" button.
- 3.27. Such Contract can be concluded no earlier than 30 minutes before starting to charge the Electric Vehicle.
- 3.28. By pressing the "Order with payment obligation – Start charging" the Customer also confirms the following: (i) their consent with these BTC and their will to be bound by them and that he read and duly understood them; and (ii) the blocking of EUR 50 from the respective debit/credit card of the Customer until the Electric Vehicle is fully charged.
- 3.29. 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.
  - A simplified invoice shall be sent to the Email address of the Customer.
- 3.30. The provisions of Art. 1., Art. 2., Art. 3 Clauses 3.1. - 3.22., Art. 4., Art. 5., Clause 6.1. Subclause b), Art. 7., Art. 8., Art. 9., Art. 10., Art. 11. and Art. 12. and 13. shall apply respectively to one-off charging.

#### **Roaming services (National, Partner and International roaming)**

- 3.31. The Customer acknowledges that the Provider shall be entitled to enter so-called roaming contracts with other Roaming partners providing charging services for Electric Vehicles in Slovakia, particularly in Slovakia (National and Partner roaming) and outside Slovakia (International roaming) in order to provide customers of these Roaming partners the charging services within the ZSE Drive Network and to provide his Customers the option to charge in the network/s/ of such Roaming partners.
- 3.32. 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, on the Customer zone / web and the Customer zone / mobile.
- 3.33. The prices for using Roaming services within the National, Partner and International roaming are specified in the current Price list, whereas the amount shall be calculated according to the structure and rates (AC, DC, Ultra charging) of the selected service. 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 e-vehicle.
- 3.34. Using Roaming services within International roaming can be done by means of 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 Roaming partner's charging station via the Charging card. The validity of the 60-minute package of access to Roaming partner charging stations is valid 60 minutes from the moment of its activation at a charging station.

- 3.35. 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 for 3 (three) consecutive calendar months, such action of the Customer is considered Unauthorised use of the Charging card.
- 3.36. When using Roaming services within National, Partner and/or International roaming, the Customer shall be obliged to follow the instructions on the charging station of Roaming partner and the website of the Roaming partner, as well as local laws applicable to providing charging services.
- 3.37. 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. and 13. shall apply respectively to Roaming services.

#### **IV. Obligations of the Provider and the Customer**

- 4.1. 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, provide their repairs without undue delay according to their own capabilities;
  - d) Provide Service-related technical assistance, 24 hours a day, 7 days a week at the free line 0800 555 800;
  - e) Provide the Customer with assistance when selecting the Service.
- 4.2. The Customer shall be obliged to:
- a) Follow all provisions of Business Terms and the Contract, use Service exclusively under applicable Slovak laws and/or local applicable laws in using Roaming services, instructions and manuals of the Provider and Roaming partners;
  - b) Not misuse the Service in any manner, particularly by undertaking that the Customer shall use any Charging station exclusively in the specified manner, not damage, or interfere with it in any other manner, respect rights and entitled 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 of use in a manner that prevents damage on assets and health;
  - d) Inform the Provider without undue delay on any outages, defects or damage to Charging stations identified by the Customer, or such the Customer was informed about during the use of the Service;
  - e) Pay the Provider any damage caused intentionally, or by negligence on any Charging station by improper or careless use and manipulation by the Customer.

#### **V. Price for the provision of the Service**

- 5.1. The Price for the provision of the Service is specified in the currently valid Price list, which is integral part to the Contract, whereas the amount shall be calculated according to the structure and rates (AC, DC, Ultra charging) of the selected Program.
- 5.2. The amount to be paid for the Program of services shall be calculated according to the volume of consumed electricity when charging the Electric vehicle. Such a 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 Price list.
- 5.4. The Prices of individual Programs and other fees are final and including value added tax (VAT).
- 5.5. The Provider reserves the right to amend the Price list unilaterally, whereas the amendment of the Price list shall be notified by the provider by publishing it on his website. The new Price list shall enter into force on the 1st day of the month following

the month in which the Price list was published, whereas the Provider undertakes to publish it no later than 15 days before the day the new Price list is to enter into force. The Customer shall be obliged to get acquainted with the amendments of the Price list. The Provider shall be entitled to amend the Price list during the contractual period and charge the Customer for the use of the Services as per the new Price list.

## 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 under an invoice for the previous calendar month, in which the Customer was provided the Service and/or any other performances under the Price list – for Programs where a Card is issued;
  - 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 delivered to the delivery address of the Customer specified in Clause 6.1, Subclause a) of these BTC within 15 (in words: fifteen) calendar days from the end of the month, in which the Customer was provided the Service, or another performance/s pursuant to the Price List.
- 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 notified upon conclusion of the Contract in the same dates as hard copy invoices.
- 6.4. The invoice shall be due within 14 (in words: 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 by the Customer, the Provider shall be entitled to charge the Customer interest on late payment amounting 0.05 % of the due amount for each commenced day of the default until such an obligation is duly paid. 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 Customer shall be entitled to suspend or limit the provision of the Service by blocking a Card and/or all Cards issued until the due amount is duly paid.
- 6.8. Not paying any obligation due to the Provider shall be deemed violation of the obligations of the Customer 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 receivables due from the Provider exclusively with the prior written consent of the Provider.

## VII. Suspension and limitation of the Service provision

- 7.1. The Provider shall be entitled to suspend or terminate the provision of the Service 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 inform the Customer respectively no later than 10 calendar days in advance, whereas a notification in such case shall be deemed publishing on the Website;
  - c) In case of unexpected outages, whereas in such case the Provider shall notify this circumstance to the Customer without undue delay, whereas a notification in such case shall be deemed publishing on the Website;
  - d) In case of unavoidable occurrences, which are not caused by the operation of Charging stations, particularly in case of unavoidable natural occurrences,

terrorist events, wars and strikes impacting the performance of obligations by the Provider;

- e) In case of suspension 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 is justifiably suspecting such actions, or if the Customer commits a severe violation of the Contract.  
In the case under sub-clause f) the Provider reserves the right to temporarily suspend or even completely terminate the provision of the Service.
- 7.2. During the suspension or limitation under Clause 7.1 of this Article of these BTC, the Provider shall not be obliged to provide the Service to the Customer, whereas upon removing the causes of the suspension or limitation under Clause 7.1 of this Article of these BTC. The use of the Service shall be recovered and enabled without undue delay.
  - 7.3. The Provider shall not be obliged to provide the Service in case of emergency situations specified by the Act on Energy, whereas such emergency situation under the provisions of the Act on Energy shall be deemed immediate lack or threat of lack 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 provisions of the distribution system operator or the suspension of parallel operation of transmission systems that could significantly decrease or suspend electricity supply, or switching off of energy facilities, or threat to human life and health in the specified territory due to extraordinary events and crisis situations, economic mobilisation measures, accidents on facilities for the generation, transmission and/or distribution of electricity even outside a specified territory, threats to safety and reliability of system operation, lack of energy sources and/or terrorist actions.

## VIII. Force majeure

- 8.1. The Parties shall not be liable for damage caused to the other Party due to circumstances excluding liability – force majeure, meaning obstacles independent on the will of the obliged party and prevents the performance of their obligations and if it cannot be reasonably expected that the obliged party could remove or overcome such obstacle, or its results and which could not have been expected at the time when it arose (e.g. war, state of emergency, country-wide strike, earthquake, fire, terrorist attack, spread of a dangerous infectious disease, etc.).
- 8.2. The Provider shall not be liable for damage caused by force majeure events of entities, whose performance can impact the provision of the Service under the Contract. On the request by the other Party, the Party affected shall present evidence of circumstances excluding liability.
- 8.3. Unless otherwise agreed, the Parties shall continue to perform their obligations under the Contract after the occurrence of circumstances excluding liability, if it is reasonably possible, and shall seek alternative means of the performance of the Contract that are not hampered by the circumstances excluding liability.
- 8.4. The Party which fails to fulfil its obligation or which, with respect to all circumstances, is to know that it will fail to fulfil its obligation resulting from the contractual relation and which is impacted by the force majeure event, is obliged to notify the other Party in writing of the nature of the obstacle that prevents or would prevent it from fulfilling such obligation, along with the consequences and expected duration of such obstacle. The notice shall be delivered immediately after the obliged Party learned of the obstacle, or could have learned of the obstacle, had it exercised due care. Damage resulting from the late notice of the risk or occurrence of vis maior shall be borne by the Party responsible for such late notice.

## IX. Liability

- 9.1. If Either Party breaches obligations resulting from these BTC, the injured Party is entitled to the compensation of duly justified damage.
- 9.2. The Provider shall not be liable for the non-provision of the Service in the following cases: (i) defective and improper equipment of Electric vehicles; (ii) improper actions

by the Customer while using the Service; (iii) Third party fault that caused the damage, destruction, or theft of Charging stations; and (iv) Non-compliance with these BTC and/or applicable Slovak laws by the Customer.

- 9.3. The Provider shall not be liable for the non-provision of the Service in the following cases: (i) defective and improper equipment of Electric vehicles; (ii) improper actions by the Customer while using the Service; (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 Service 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.
- 9.4. The Parties shall inform each other of any facts they are aware of that might result in damage and shall seek to prevent impending damage.
- 9.5. The Provider shall be liable for damage that could be caused by using the Service of no more than EUR 5,000 (five thousand Euros in words).
- 9.6. If the Customer fails to meet his obligation to inform on the amendment of his data within either the registration form or the Contract, the Provider shall be liable for any damage caused to the Customer in this relation. If the Customer provides false, incomplete or otherwise incorrect information and damage is caused due to that, such damage shall be enforced from the Customer.

#### X. Delivery of Notifications

- 10.1. Unless specified otherwise in these BTC and/or the Contract or in the Contract, all notifications, calls and other communication which according to the Contract or these BTC are to be in writing (hereinafter only as "**Written Notifications**") are deemed duly submitted when delivered to the other Party in any of the following manners:
- When delivered in person to the address of a Party specified in the Contract or communicated following the Contract conclusion,
  - When delivered by a postman;
  - When delivered by a parcel service;
  - By electronic means to the Email address specified in the Contract or notified to the Provider upon conclusion of the Contract.
- 10.2. When delivered in person pursuant to Clause 10.1., Subclause a) of this Article 10 of these BTC, the Written Notifications are deemed delivered on the day indicated on the receipt confirming the acceptance of a written item by the addressee (e.g. a stamp from the filing office of a Party or a confirmation of the acceptance on the copy of the Written Notification being delivered).
- 10.3. Documents delivered by either the Customer or the Provider under Article 10, Clause 10.1, Sub-clause b) and c) by means of postal delivery or parcel service (hereinafter only as the „Consignment“) shall be deemed delivered to the consignee:
- On the day the Consignment is accepted;
  - On the day the Consignee refuses to accept the Consignment;
  - On the seventh day from when the Consignment is stored at the post office;
  - On the day of the return of the Consignment to the Consignor, if the Consignment could not have been delivered to the last known address of the consignor party (only if delivery fiction under Article 10, Clause 10.1, Sub-clause c) is not applied).

When delivered electronically pursuant to Clause 10.1 of this Article 10 of these BTC, Written Notifications are deemed delivered:

- On the day following the date indicated on the confirmation about the successful sending of a fax message;
  - On the earliest working day following the day of sending the e-mail message.
- 10.4. Each Party is obliged to communicate to the other Party any change in the delivery address, fax number or e-mail address without delay. The Written Notification is deemed delivered to the consignee's last known e-mail address.

#### XI. Filing complaints

- 11.1. A complaint is a written claim filed by the Customer or his 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.

- 11.2. The Customer shall particularly be entitled to complain about:
- Quality of provided Service;
  - Non-functional RFID Card;
  - Billing of provided Service;
  - Other identified defects related to the provision of Services by the Provider.
- 11.3. The Customer shall be entitled to apply the Complaint as follows:
- In writing with the Provider at the mailing address: Západoslovenská energetika, a.s., Čulena 6, 816 47 Bratislava
  - In electronic form at the Email address [elektromobilita@zse.sk](mailto:elektromobilita@zse.sk);
  - Personally at the Provider via ZSE Centers, whereas a record has to be made about the filing of the complaint;
  - Via the complaint form made available at the Provider's website:
- 11.4. Claims, by which the Customer applies Complaints shall have to include the following legible information:
- Identification of Customer in the scope business name, registered office / place of business, CRN;
  - Contract Number;
  - The subject of the complaint pursuant to the provisions of Clause 11.2. of this Article 11 (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.
  - Signature of the Customer or his authorised representative in case of complaints not filed in electronic form;
  - Date of filing the complaint;
  - 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.

- 11.5. If the complaint lacks the above requisites and the Provider therefore cannot process the complaint, the Supplier 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.
- 11.6. If the Complaint is filed on behalf of the Customer by his authorised representative, a written power of attorney signed by the Customer and authorising to act on his behalf in the matter and the authorised representative has to be attached as well.
- 11.7. The complaint must be filed after identifying shortcomings without undue delay.
- 11.8. Filing a complaint against the invoice by the Customer does not affect the Customer's obligation to pay the invoice within the due date.
- 11.9. 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.
- 11.10. In case of incomplete complaints under Article 11, Clause 11.5, a 30-day period for the settlement of complaints shall commence from the day of delivery of the amended complaint by the Customer under Clause 11.5 of Article 11.

#### XII. Termination of the Contract

- 12.1. The Contract shall terminate:
- Based on the agreement of the Parties;
  - By notice of termination;
  - Withdrawal from the Contract for reasons specified in this Article 12 of these BTC;
  - By crediting the funds to the account of the Provider in case of one-off

- charging;
- 12.2. The Contract may be terminated by a written agreement of the Parties.
  - 12.3. Either Party may terminate the Contract for any reason by delivering a written notification on the 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 a written notice of the termination of the Contract has been delivered to the other Party.
  - 12.4. Either Party may withdraw from the Contract if:
    - a) The other Party has filed its own bankruptcy petition; or
    - b) 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
    - c) 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
    - d) The other Party went into liquidation.
  - 12.5. 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.
  - 12.6. 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.
  - 12.7. The Provider is entitled to withdraw from the Contract by means of a written notice of withdrawal in the following cases:
    - a) If the Customer is in default with paying invoices and fails to pay these even within the deadline specified in the reminder for payment;
    - b) If the Customer provides false information in the form for the conclusion of the Contract;
    - c) Misuses the Service as per these BTC;
    - d) Repeatedly violates the conditions of these BTC;
    - e) If the Customer fails to deliver the Contract signed by him to the Provider within 15 calendar days from the delivery of the Contract and the Card;
    - f) if the Customer did not use any Service during twelve (12) consecutive calendar months even once;
    - g) if the Charging card is blocked due to Unauthorised use of the Charging card.
  - 12.8. The Provider shall be 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 notification on the withdrawal from the Contract by the Provider to the Customer, or a later date specified in the written notification on the 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 stored in the post office (3rd day), even if the Customer had not learned about its storage.
  - 12.9. In case of a substantial violation of the Contract by the Provider if the Provider groundlessly violated his obligation to provide the Customer with the Service pursuant to the provisions of the Contract and these BTC and fails to comply with this obligation even within an additional deadline specified by the Customer, the Customer shall be entitled to withdraw from the Contract in writing.
  - 12.10. 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 Customer or a later day stated in such written notification.
  - 12.11. 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 choice of law, disputes resolution between the Parties and other provisions, which are to continue, under the Contract or due to their nature, 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.
- ### XIII. Final Provisions
- 13.1. The Provider reserves the right to change the Program including the price for the provision of the Service and the scope and structure of the service any time, particularly if (i) Conditions for providing the Service on the market have changed and (ii) Costs for the provision of the Service increase; (iii) Market and / or technology development of the Service change; iv) Applicable laws are amended; or (v) Respective public authority issues a resolution.
  - 13.2. Legal relations between the Parties not governed by the Contract or these BTC shall be governed by applicable Slovak laws, particularly Act No. 513/1991 Z.z. Commercial Code.
  - 13.3. 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.
  - 13.4. 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.
  - 13.5. 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.
  - 13.6. The Provider shall be entitled to unilaterally amend these BTC and shall notify the Customer on the amendment of these BTC by means of publishing them on the website no later than 30 days before they enter into force.
  - 13.7. 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>. The Customer shall be obliged to comply with the same rules when managing his business activities and relations with third parties.
  - 13.8. These BTC shall enter into force and become effective on 1. July 2021.