

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

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

- 1.1. These Business Terms and Conditions for the provision of ZSE Drive Services („BTC“) form an integral part of the contractual relationship established by the ZSE Drive Service Contract between the Customer and Západoslovenská energetika, a.s. with registered office at Čulenova 6, 816 47 Bratislava, CRN: 35 823 551, registered in the Companies Register of the City Court of Bratislava III, Section: Sa, File No. 2852/B („Provider“), and govern their mutual rights and obligations, the terms and conditions of provision and use of ZSE Drive Services.
- 1.2. The BTC specify part of the content of the Contract between the Provider and the Customer for the purpose of providing 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 is not an electricity supplier under the Act on Energy, but the provider of 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 of the Electric vehicle with an alternating current at the Charging stations with power up to 22 kW, whereas the use of 400 V/32 A and 230 V/16 A industrial sockets is also considered AC charging;
  - b) **Assistance Services Benefit** – a benefit of providing assistance services by the Provider through the insurance company with which the Provider has a contract. It can be used by every Customer who demonstrably consents to the provision of insurance payment. The terms and conditions for the provision of the Assistance Services Benefit are specified in the separate document – Terms and Conditions for the Provision of the Assistance Services Benefit;
  - c) **DC charging** – charging of the Electric vehicle with a direct current, with the power not exceeding 50 kW;
  - d) **Pricelist** – a document specifying the prices for the provision of Services and/or related to the provision of these Services including the Service programme. The Pricelist forms part of the Contract and can also be found on the Website;
  - e) **Price per kWh** – price for the Service as per the valid Pricelist applied to the volume of electricity consumed during the charging of the Electric vehicle; the volume of electricity is determined as per Clause 5.2. of these BTC;
  - f) **Addendum for the provision of Home wallbox Services in an apartment building** – addendum to the Contract whose subject is the provision of Home wallbox Services in the Customer's apartment building;
  - g) **National roaming** – provision of Roaming services at other providers' charging stations in the Slovak Republic. Charging stations in the National roaming are marked with the logo of the applicable provider and relevant information is available on the Website in the Customer Zone – Web and Customer Zone – Mobile;
  - h) **Home wallbox in an apartment building** – private charging station owned by the Customer, located at the Customer's apartment building, connected to the Apartment building's charging infrastructure and the Provider's (electricity consumer's) supply point which allows the use of some Services specified in Article 4 of these BTC;
  - i) **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;
  - j) **Apartment building's charging infrastructure** – electric installation, technical facilities and other components necessary for the proper operation of Home wallboxes in the apartment building, and electric connection points for electric vehicles at apartment buildings. Apartment building's charging infrastructure is owned by the Provider and is connected to the source of electricity (supply point) whose consumer is the Provider.
  - k) **Charging card / Card** – plastic identification card or key fob with an RFID chip assigned to the Customer based on the Contract, which serves as the Customer's identification and authorisation when using the Service. The Charging card is included in all Service programmes except for ZSE Drive Guest and is issued to the Customer for the fee indicated in 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) **Charging network or ZSE Drive network** – is the network of (i) all Charging stations owned and/or operated by the Provider and (ii) charging stations owned and/or operated by the Roaming partner in the Partner Roaming, whose list is published on the Website in the Customer Zone – Web and Customer Zone – Mobile, serving for the 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 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;
  - n) **Unauthorised use of the Charging card** – unauthorised use of the Charging card means 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 by email, phone or text message. After 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) **Authorised person** – Customer who has a valid and effective Contract based on which they are the holder of a Charging card, and who may use Charging services in the Electricity producer's stead under the terms and conditions of the Purchase Contract with Charging service, BTC of ZSE Energia, a.s., ZSE Drive Business Terms and Conditions for Consumers and Clause 3.38 and following of these BTC;
  - r) **Partner roaming** – provision of Roaming services at charging stations owned by an entity other 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 the sign "Partnerský roaming". Information on the location of Partner roaming charging stations is available on the Website in the Customer Zone – Web and Customer Zone – Mobile;
  - s) **Extended warranty** – is in specified cases included in the Home wallbox Services in an apartment building. The conditions of its use are specified in Article 4 of these BTC;
  - t) **Service programme / Programme** – is a structured expression of the price offer which includes the monthly fee, fee for charging the Electric vehicle and other possible fees. The Service programme may be chosen for every Charging station separately. Basic Services programmes are: ZSE Drive Guest and ZSE Drive Eco. Service programmes with Assistance Services Benefit are: ZSE Drive Partner Safe, ZSE Drive Road Safe and ZSE Drive Flat Safe. Programmes related to Home wallbox Services in an apartment building are: Apartment building Partner (Partner Bytový dom), Apartment building Road (Road Bytový dom) and Apartment building Flat (Flat Bytový dom);
  - u) **Means of remote communication** – a way of concluding the Contract or an addendum to it without the physical presence of the Provider and Customer by means of remote communication;
  - v) **Residential location** – a designated site for longer charging of Electric vehicles,

usually located near residential buildings or public transport nodes. AC charging in a Residential location allows longer charging of the Electric vehicle without the Parking fee as per the Pricelist. Whether or not the Charging station is in a Residential location, is indicated on the website and in the ZSE Drive mobile app.

- w) **Roaming partner** – is the owner and/or operator of charging stations located within or outside Slovakia, which are available to Customers, allowing them to use ZSE Drive Services based on a Contract between the Provider and Roaming partner;
- x) **Roaming services** – are Electric vehicle charging services at Roaming partners' charging stations within Slovakia as part of National roaming and outside Slovakia as part of International roaming;
- y) **Parking fee** – a fee for exceeding the time for charging the Electric vehicle in line with the Pricelist, billed by the Provider to the Customer together with the fee for the Service programme and other fees. Payment of the Parking fee under these BTC does not absolve the Customer of the possible obligation to pay the parking fee (or other related fee) set by the operator of the parking lot where the Charging station is located.
- z) **Services / ZSE Drive Services** – consist 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;
  - C) for ZSE Drive Partner Safe, ZSE Drive Road Safe and ZSE Drive Flat Safe programme: Charging services, provided that the Purchase Contract with Charging service is valid and effective, and Charging services are not used by the Electricity producer;
- aa) **Home wallbox Services in an apartment building** – services provided by the Provider to the Customer in relation to the use of Home wallbox in an apartment building, as specified in Article 4 of these BTC;
- bb) **Charging services** – Electric vehicle charging in the ZSE Drive Network in the chosen Programme under these BTC, where the Provider allows the Authorised person to use a percentage of supplied electricity, as chosen by the Electricity producer, to charge the Electric vehicle. For purposes of the Charging service, ZSE Drive Network means exclusively the Charging stations owned and operated by the Provider. To avoid doubts, for purposes for using Charging services, the ZSE Drive Network does not include Roaming partners' charging stations in Partner roaming, National roaming and International roaming under these BTC;
- cc) **Ultra charging** – charging of the Electric vehicle with a direct current, with the power exceeding 50 kW;
- dd) **Available charging volume** – AC charging, DC charging or Ultra charging of Electric vehicles within the Programme up to the cumulative available charging volume in the billing period, which is included in the monthly fee for the given billing period. Charging in the International and National roaming is not included in the Available charging volume;
- ee) **Electricity producer** – customer under ZSE Drive Business Terms and Conditions for Consumers ("ZSE Drive BTC for Consumers") who is an electricity producer in a generation facility and who, at the same time, concluded a Purchase Contract with Charging service with ZSE Energia, a.s. and the Provider;
- ff) **International roaming** – provision of Roaming services outside Slovakia;
- gg) **Customer** – is a legal entity 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

and who concluded and performs the Contract as part of their business, employment or profession;

- hh) **Customer account** – is the account of the successfully registered Customer in the Customer Zone – Web, allowing the Customer the access to data in the customer zone;
- ii) **Customer Zone – Web** – is the web app where the Customer can access Service data, billing overview, Service usage statistics, change registration data and other information.
- jj) **Customer Zone – Mobile** – is the mobile app where the Customer can find the location of the nearest Charging station, view the current Electric vehicle charging status, pay for one-time charging, view charging history and other information;
- kk) **Act on Energy** – Act No. 251/2012 Z.z. on Energy and on Amendment to Certain Acts as amended;
- ll) **Contract** – Contract on the provision of the ZSE Drive Service concluded by and between the Customer and the Provider;
- mm) **Purchase Contract with Charging service** – is the Contract on purchase of electricity in the dynamic product with optional Charging service in the ZSE Drive Network – or a similar trilateral contract concluded by and between the Provider, the Electricity producer and ZSE Energia, a.s. – in which the Parties agreed on the possibility that the Electricity producer or the Authorised person may use the electricity generated by the Electricity producer but not consumed, as part of the Charging service. In addition to these BTC, it is governed primarily by the Business Terms and Conditions of ZSE Energia, a.s. as specified in the Purchase Contract with Charging service ("BTC of ZSE Energia, a.s.");
- nn) **Parties** – the Customer jointly with the Provider;
- oo) **Website** – means the website [www.zsdrive.sk](http://www.zsdrive.sk), where the Customer can access register, access the Customer Zone – Web and see all terms and conditions and information regarding the Service including the current status and location of Charging stations, how to operate them, newly opened Charging stations, latest e-mobility news and other information.

## II. Place and time of Service provision

- 2.1. The Provider provides the Service at Charging stations whose list is available on the Website.
- 2.2. The Provider reserves the right to unilaterally change the list indicated in Clause 2.1.
- 2.3. The Provider provides the Service at the time indicated for the given Charging station in the list as per Clause 2.1, with the exception of interruption or restriction of the Service provision 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 the Provider of all facts necessary for the Provider in order to conclude and perform the Contract. Before concluding the Contract, the Parties, as well as persons acting on behalf of the Customer, are obliged to prove their identity. 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. Under Section 40(4) of the Civil Code, the Contract is concluded electronically, by filling in the registration form at the Provider's Website:
  - a) in person on the premises of the Provider or the premises of the Provider's 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 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 avoid doubts, the Contract is concluded at the moment of the successful registration and is effective i) at the moment of delivery of the Card to the Customer, or ii) upon active use of Services by the Customer, depending on which of the events in i) and ii) occurs sooner. 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. After successful registration, a Customer account will be created for the Customer, and if they do not receive the Card and the Contract immediately, these will be sent by post to the indicated address without undue delay.
- 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 will provide the Service to the Customer at the Charging station via the assigned and activated Card.
- 3.9. When charging the Electric vehicle, the Customer is obliged to heed the procedure and instructions indicated on the applicable Charging station.
- 3.10. The information on consumed electricity will be available to the Customer after the end of every charging on the display of the Charging station, as well as in the Customer account – Mobile and Customer account – Web.
- 3.11. The Customer may change the chosen Service programme with effect from the first (1st) day of the calendar month following the calendar month when the change was requested. The change of the Programme is free of charge. The Customer may ask for the change of the Programme online by submitting the request in the Customer Zone – Web or Customer Zone – Mobile, electronically by sending the request for the change of the Service programme to [elektromobilita@zse.sk](mailto:elektromobilita@zse.sk), and via phone by calling 0800 555 800. The change of the Service programme 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 acknowledges that the Card is non-transferrable and serves for the identification of the Customer. The Customer therefore agrees that they will use the Card exclusively for their needs and under the terms and conditions of these BTC and the Contract. The Customer is further obliged to handle the Card in an appropriate manner, use it exclusively for the intended purpose, in line with the Provider's instructions.
- 3.13. The ZSE Drive Flat Safe programme may only be used with registered licence plate numbers 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. upon Contract conclusion) is considered Unauthorised use of the Charging card.
- 3.14. The Customer acknowledges that from the day of receiving every Card, they are responsible for its use and fully liable for its misuse, loss, theft, destruction or damage.
- 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. When reporting it, the Customer will indicate the Card's ID number. Based on the Customer's report, the Provider will block the Card.
- 3.16. The Customer is fully liable for the obligations, debts and damage caused by the unauthorised use, loss or theft of the Card, and is obliged to pay for them in full. The Customer is liable for any actions taken using the Card from the day of receiving the Card until the day of returning the Card to the Provider, and/or until the moment the Card is blocked. 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 issuance of a new Card due to its loss, theft, damage or destruction, the Customer is obliged to pay the fee for the issuance of a new Card as per the valid Pricelist; the fee will be charged in the invoice.
- 3.18. The assigned Card does not become the Customer's property and the Customer is obliged to return the assigned Card to the Provider after the contractual relationship ends.
- 3.19. Throughout the entire duration of the contractual relationship, the Customer may ask the Provider to issue another Card using the Website or Customer Zone – Mobile. The Card will be physically sent to the address indicated by the Customer in their request. Upon receiving the email confirmation that the Card was assigned to the Customer's account by the Provider, the Customer may use ZSE Drive Services. From the moment of assignment and activation of the next Card by Provider and the physical receipt of such Card, or from the moment the Ordering party actively uses the Service, all provisions and terms specified in the Contract and these BTC apply to the use of Services by means of the new Card. The Customer is obliged to pay all the fees for the ZSE Drive services in the aliquot amount from the day following the day of email confirmation that the Card was assigned to the Customer's account by the Provider. Such issued Card is an integral part of the Contract, and it is not necessary to conclude a written addendum to the Contract for this purpose.
- 3.20. The Customer is obliged to ensure the fulfilment of the obligations specified in these BTC by every driver of the Electric vehicle who uses the Service. If the Customer gives the Card to a third person, liability for its use, loss, destruction, etc. towards the Provider lies exclusively with the Customer.
- 3.21. After the Contract termination, the Customer is obliged to return all the assigned Cards to the Provider without undue delay, no later than 14 days from the Contract termination. 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 penalty of EUR 15 for each unreturned Card.
- 3.22. In order to use the ZSE Drive Guest programme, which does not include a Card (the so-called one-off charging), the Customer must download the Customer Zone – Mobile (a mobile app) and truthfully and fully inform the Provider of all facts necessary for the conclusion and performance of the Contract. In case of ZSE Drive Guest, payments for Services can exclusively be made by means of the Customer Zone – Mobile (mobile app).
- 3.23. 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 50, no contractual relation between the Provider and the Customer, nor a title to conclude a contractual relation shall arise.
- 3.25. As per Section 40(4) of the Civil Code, the Contract is concluded electronically, by filling in the form in the Customer Zone – Mobile via Means of remote communication, whereas these BTC form an integral part of the Contract.
- 3.26. The Contract is valid and effective upon successfully tapping the **"Order with obligation to pay = Start charging"** button ("Objednávka s povinnosťou platby = Štart nabíjania").
- 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:
  - actual volume of consumed electricity is displayed in the Customer Zone – Mobile;
  - actual price for the provision of the one-off charging Service is displayed in the Customer Zone- Mobile, which will be paid from the EUR 50 that had been blocked from the Customer's credit/debit card;
  - A simplified invoice shall be sent to the Email address of the Customer.
- 3.30. The following provisions apply adequately to the one-off charging service: Article 1., Article 2., Article 3 Clauses 3.1. to 3.22., Article 4., Article 5, bod 6.1.(b), Article 7., Article 8., Article 9., Article 10., Article 11. and Article 12. and Article 13.

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

- 3.31. The Customer acknowledges that the Provider may enter into so-called roaming contracts with other Roaming partners providing Electric vehicle charging services within Slovakia (National and Partner roaming) and outside Slovakia (International roaming), with the aim to provide charging services in the ZSE Drive Network to the Roaming partners' clients and allow the Provider's Customers to charge their vehicles in the Roaming partners' network.
- 3.32. Roaming services can be used with all Service programmes except for ZSE Drive Guest. Current list of roaming charging stations is available on the Website, in the Customer Zone – Web and Customer Zone – Mobile.
- 3.33. Prices for the use of Roaming services within National, Partner and International roaming are listed in the current Pricelist, whereas the sum will be calculated in line with the structure and rates (AC, DC or Ultra charging) of the chosen Programme. The price for the use of Roaming services within International roaming is determined as the price for a 60-minute package of access to the Roaming partner charging stations, regardless of how many kWh of electricity were consumed during the charging of the Electric vehicle.
- 3.34. Roaming services within International roaming can be used by activating the 60-minute package of access to the 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.
- 3.35. The International roaming service is considered an additional service to the Service programme. 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.
- 3.36. When using Roaming services within National, Partner and International roaming, the Customer is obliged to heed the instructions indicated on the applicable Roaming partner charging station and on the website of the applicable Roaming partner, as well as local laws related to the provision of charging services.
- 3.37. The following provisions apply adequately to Roaming services: Article 1., Article 2., Article 4., Article 5., Article 6., Article 7., Article 8., Article 9., Article 10., Article 11., Article 12 and Article 13.

### **Use of electricity produced by the Electricity producer as part of the Charging service**

- 3.38. In line with the Purchase Contract with Charging service and BTC of ZSE Energia, a.s., the Electricity producer may determine and/or change the previously determined RFID number of the Charging card, and as a result, as from the effectiveness of such change, the Authorised person will be able to use the Charging service in the Customer's stead. The Authorised person may use electricity supplied for the purpose of its use as part of the Charging service only with the Programme indicated in Article I., Clause 1.5(z)(C) of these BTC. To avoid doubts, Charging service may be used by the holder of the Charging card last set by the Electricity producer (meaning the Electricity producer's Charging card or the Authorised person's Charging card).
- 3.39. When using the Programme together with the Charging service, in the given month, the Electricity producer or the Authorised person first uses the volume of electricity (in kWh) produced by the Electricity producer and supplied for the purpose of its use as part of the Charging service, and only after it is used up, the Available charging volume will be used. Volume of electricity in kWh supplied by the Electricity producer for the purpose of its use as part of the Charging service and the Available charging volume – and/or part thereof – may not be carried over to the next month. If the Electricity producer or the Authorised person do not use it up in full, the right to its use as part of the Charging service expires.
- 3.40. The Electricity producer's chosen percentage of electricity supplied for the purpose of its use as part of the Charging service representing the electricity volume in kWh will be added to the Electricity producer's or Authorised person's Available charging

volume of the selected Programme with a two-month delay (to avoid doubts, the Electricity producer's chosen percentage of electricity produced in the month "M" will be added to the Electricity producer's or Authorised person's Available charging volume of the selected Programme in the month "M+2").

- 3.41. If the Electricity producer or the Authorised person fails to meet all conditions for using the electricity as part of the Charging service in line with the Purchase Contract with Charging service, BTC of ZSE Energia, a.s., ZSE Drive BTC for Consumers and/or these BTC in the calendar month "M+2", the electricity supplied by the Electricity producer to ZSE Energia, a.s. for the purpose of its use as part of the ZSE Drive service will be considered supplied for the purpose of its donation to the Provider. The Authorised person acknowledges that in cases under the previous sentence, the Electricity producer's chosen percentage of electricity supplied for the purpose of its use as part of the Charging service will not be added to the Electricity producer's or Authorised person's Available charging volume of the selected Programme, and this chosen percentage of electricity representing the electricity volume in kWh will be left (donated) by the Electricity producer to the Provider free of charge.
- 3.42. The Electricity producer or the Authorised person is not entitled to use the Charging service and the electricity will be donated to the Provider also if the Electricity producer or the Authorised person does not have a valid and effective Contract with the Programme indicated in Article I., Clause 1.5(z)(C) of these BTC in the month "M+2", and/or in the event of Unauthorised use of the Charging card.
- 3.43. If the reasons due to which the Electricity producer or the Authorised person were unable to use the Charging services expire, the Electricity producer or the Authorised person will be able to resume using the Charging services in the calendar month "M+2" (if, for example, in October the Authorised person failed to fulfil the conditions for using the Charging services and started fulfilling them in November (month "M"), they will be able to use the Charging services no sooner than January, in the volume of electricity corresponding to the Electricity producer's last reported percentage of electricity supplied for the purpose of its use as part of the Charging service).

### **IV. Home wallbox Services in an apartment building**

- 4.1. The Provider provides Home wallbox Services in an apartment building to the Customer via Home wallbox in an apartment building, which the Customer received directly from the Provider or from a third party (e.g. car seller or other provider). The Provider may provide Home wallbox Services in an apartment building 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 in an apartment building, they will conclude an Addendum to the Contract regarding the Home wallbox Services in an apartment building.
- 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 in an apartment building. When concluding the Addendum for the provision of Home wallbox Services in an apartment building, the Customer will indicate which Charging card is to be activated for Home wallbox Services in an apartment building.
- 4.3. By concluding the Addendum for the provision of Home wallbox Services in an apartment building, the Contract will be amended in the "Programme" part – it will be changed to the new Programme chosen by the Customer in connection with Home wallbox Services in an apartment building, as indicated in the Addendum for the provision of Home wallbox Services in an apartment building. The change of Programme under the previous sentence will be effective as from the first (1st) day of the calendar month following the calendar month when the Addendum for the provision of Home wallbox Services in an apartment building came into effect.
- 4.4. Home wallbox Services in an apartment building comprise of:
  - a) Customer's access to the Customer Zone – Mobile and Customer Zone – Web with the option of:

- i. online access to the Electric vehicle's current charging status and tracking of charging history (home charging, public charging),
  - ii. operation of the Home wallbox in an apartment building (turning it off, remotely starting the charging of the Electric vehicle),
  - iii. selection of the preferred Electric vehicle charging mode (e.g. high/low tariff);
  - b) the Provider's remote monitoring of the operability of the Home wallbox in an apartment building;
  - c) 24/7 service support on the malfunction hotline (current telephone number for reporting malfunctions under this Clause is published on the Provider's Website, as well as in the Customer Zone – Mobile and Customer Zone – Web);
  - d) Extended warranty, if the Provider and the Customer concluded a purchase contract or a contract for work in connection with the Home wallbox in an apartment building;
  - e) connection of the Home wallbox in an apartment building to the Apartment building's charging infrastructure and ensuring sufficient reserve capacity for charging of the Electric vehicle in the low tariff;
  - f) charging of the Electric vehicle via Home wallbox in the Customer's apartment building with prices according to the volume of electricity in kWh measured by the Home wallbox in an apartment building, as indicated in the Pricelist which is an integral part of the Addendum for the provision of Home wallbox Services in an apartment building;
  - g) Assistance services benefit.
- 4.5. The Customer acknowledges that Home wallbox Services in an apartment building do not include the change of the electricity supplier and change of the tariff type (to the so-called home electric vehicle charging tariff). If the Customer wishes to change the tariff type, they are obliged to request such change from their electricity supplier.
- Extended warranty**
- 4.6. Extended warranty means ensuring of technical assessment of all malfunctions of the Home wallbox in an apartment building and removal of defects (with the exception of malfunctions not covered as per Clause 4.19.), ensured by the Provider for the Customer under the conditions of these BTC and the Addendum for the provision of Home wallbox Services in an apartment building, which the Parties agree to observe. The extended warranty is valid for six (6) years from the day the Customer receives Home wallbox in an apartment building in line with the conditions of the purchase contract or contract for work in relation to the Home wallbox in an apartment building.
- 4.7. As part of the Extended warranty, the Provider agrees to:
- a) ensure technical assessment of every malfunction of the Home wallbox in an apartment building occurring after the warranty period – as per the purchase contract or contract for work in relation to the Home wallbox in an apartment building – has expired, which the Customer reports to the Provider throughout the duration of the Home wallbox Service in an apartment building, and
  - b) if such reported malfunction is a defect of the Home wallbox in an apartment building, ensure the removal of the defect of the Home wallbox in an apartment building by repair or replacement under the conditions further specified in these BTC.
- 4.8. Every malfunction of the Home wallbox in an apartment building (with the exception of malfunctions not covered as per Clause 4.19.) which the Customer wishes to resolve as part of the Extended warranty must be reported to the Provider without undue delay. The Customer may make the report under the previous sentence in the same manner as was agreed by the Parties for filing complaints in the Contract, Addendum for the provision of Home wallbox Services in an apartment building or in these BTC.
- 4.9. The Customer may not use the Home wallbox in an apartment building with a detected malfunction until the defect is removed or until it is announced that the Home wallbox in an apartment building has no defects and is safe to use. Any use of Home wallbox in an apartment building in contradiction with the previous sentence is on the Customer's own responsibility and he/she is liable for any damage thus caused.
- 4.10. The Provider is obliged to ensure, without undue delay (no later than within 14 days), inspection of the Home wallbox in an apartment building and technical assessment of the reported malfunction of the Home wallbox in an apartment building, at the time agreed by the Parties for this purpose.
- 4.11. The Customer is obliged to make the Home wallbox in an apartment building available to the Provider at the agreed time. If the Customer is unable to make the Home wallbox available at the agreed time, the Customer is obliged to notify the Provider of the fact at least 24 hours in advance. If the Customer fails to meet the obligation under the previous sentence, the Provider may charge the Customer for the costs of the trip in relation to the futile attempt to inspect the Home wallbox in an apartment building.
- 4.12. During the inspection of the Home wallbox in an apartment building, the Provider will perform a technical assessment of the reported malfunction and inform the Customer whether it is a defect and whether the defect is fixable. Defect is not fixable (i.e. it is an unfixable defect) if it not possible to fix it with a repair of the Home wallbox in an apartment building or if, in the Provider's exclusive opinion, the repair would be uneconomical.
- 4.13. If the malfunction of the Home wallbox in an apartment building (with the exception of malfunctions not covered as per Clause 4.19.) is a defect that is i) fixable, the Provider will ensure the repair of the Home wallbox in an apartment building at its own expense, whereas the costs of the spare parts are borne by the Customer, or ii) unfixable, the Provider will recommend replacement of the Home wallbox in an apartment building and/or suggest other way of resolving the issue.
- 4.14. For purposes of this section of the BTC, the defect means such complete or partial loss of the functionality of the Home wallbox in an apartment building 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 in an apartment building 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 a malfunction not covered as per Clause 4.19.
- 4.15. The Parties will make a written protocol on the manner of removal of the defect of the Home wallbox in an apartment building. Despite signing the protocol, the Provider may at any time decide on other way of dealing with the defect of the Home wallbox in an apartment building. The Provider will notify the Customer of the procedure concerning the repair of the Home wallbox in an apartment building and its expected duration. In general, the duration of the repair should not exceed 30 days. If it is discovered during the repair of the Home wallbox in an apartment building that more time is needed, the Provider may prolong the duration of the repair by the necessary time.
- 4.16. At the agreed time, the Customer is obliged to make the repair site of the Home wallbox in an apartment building available to the Provider for the purpose of repair of the Home wallbox in an apartment building under the previous Clause. If the Customer is unable to make the Home wallbox repair site available at the agreed time, the Customer is obliged to notify the Provider of the fact at least 24 hours in advance. If the Customer fails to meet the obligation under the previous sentence, the Provider may charge the Customer for the costs of the trip in relation to the futile attempt to repair the Home wallbox in an apartment building.
- 4.17. After removing the defect of the Home wallbox in an apartment building, the Provider is obliged to allow the Customer to familiarise themselves with the condition of the Home wallbox in an apartment building. The Parties will make a written protocol on the removal of the defects of the Home wallbox in an apartment building.
- 4.18. If the defect of the Home wallbox in an apartment building is a malfunction not covered under Clause 4.19. or is not a defect under this Article of the BTC, the Customer is not entitled to its free removal, and it is the Customer's exclusive decision whether to ensure the repair via the Provider or via a third person. If the

Provider and the Customer agree on the repair of the Home wallbox in an apartment building, the Customer is obliged to pay the Provider for the repair in full.

- 4.19. Malfunction not covered means any of the following malfunctions:
- malfunction which represents usual wear of the Home wallbox in an apartment building due to its use without the loss of its functionality,
  - malfunction which does not represent deteriorated functionality of the Home wallbox in an apartment building and does not prevent or limit its normal use,
  - malfunction caused by the Customer or a third party intentionally or due to negligence,
  - malfunction occurring due to incorrect use, maintenance or repair by the Customer or a third party,
  - malfunction occurring due to another event which the Provider and the manufacturer of the Home wallbox in an apartment building 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
  - malfunction of parts whose wear is a common phenomenon.

#### Obligations of the Provider and the Customer

4.20. The Provider is obliged to:

- allow the Customer to use the Services under the conditions specified in these BTC and the Contract;
- ensure regular technical maintenance of Charging stations and the Apartment building's charging infrastructure;
- ensure the repair of a malfunctioning Charging station or Apartment building's charging infrastructure without undue delay within the Provider's options and abilities;
- provide technical assistance regarding the Services to the Customer 24 hours a day, seven days a week on the free line 0800 555 800;
- provide the necessary cooperation to the Customer for the use of Services.

4.21. The Customer is obliged to:

- observe all provisions of the BTC and the Contract, use the Services only in line with regulations valid in Slovakia and/or local regulations when using Roaming services, the Provider's and/or Roaming partner's instructions and the valid legislation;
- not misuse the Services in any way; the Customer especially agrees to use any Charging station in the intended manner and not to damage it, tamper with it in way, consider the rights and justified interests of other Service customers and heed the Provider's and/or Roaming partner's instructions, especially with regard to the maximum parking time at the Charging station;
- use the Charging station in line with its intended purpose so that no damage to health and property shall occur;
- inform the Provider without undue delay of any malfunction or damage to the Charging station which the Customer discovered or learned of during the use of Services;
- reimburse the Provider for any damage caused by the Customer intentionally or by negligence at any Charging station or Apartment building's charging infrastructure due to incorrect use or improper handling;
- 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 the Service

- The price for the provision of the Service is indicated in the current Pricelist which is part of the Contract; the sum will be calculated in line with the structure and rates (AC, DC or Ultra charging) of the selected Programme and chosen Services.
- 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 will be determined based on data from the Charging station equipment. In case of a different volume indicated on the Charging station and in the Electric vehicle, the figure on the Charging station shall prevail. If the Contract comes into effect as per Clause 3.5(ii) of these BTC, the Customer agrees to pay the Provider the price for the provision of Services in the aliquot amount of the Programme chosen in the registration form / Contract, as well as other fees for using the Services indicated in the Pricelist.

- Additional Services are charged as per the valid Pricelist. The price of Home wallbox Services in an apartment building is determined as a regular monthly fee which the Customer agrees to pay to the Provider for the provision of Home wallbox Services in an apartment building as per the valid Pricelist which forms an annex to the Addendum on the provision of Home wallbox Services in an apartment building.
- The Prices of individual Programmes and other fees are final and including value-added tax (VAT).
- The Provider reserves the right to unilaterally change the Pricelist at any time, whereas the change of the Pricelist will be announced by its publication on the Website. The new Pricelist will be effective from the 1st day of the month following the month when the Pricelist was published, whereas the Provider agrees to publish it as least 15 days before the day when the new Pricelist is to come into effect. The Customer shall be obliged to get acquainted with the amendments of the Pricelist. The Provider may change the Pricelist during the term of Contract and charge the Customer for the provision of Services according to the new Pricelist.

#### VI. Payment and invoicing

- The Customer may pay for Services under the Contract using one of the following methods:
  - bank transfer based on the invoice for the previous calendar month in which Services or other performance under the Pricelist were provided to the Customer – for Programmes where the Customer was issued a Card, and/or
  - payment through Customer Zone – Mobile (mobile app) using credit/debit card number – for Programmes which do not include a Card.
- The Provider will standardly issue the invoice under Clause 6.1.(a) of these BTC above in a written (hard copy) form and deliver it to the Customer's mailing address specified in the Contract within 15 (fifteen) calendar days from the end of the calendar month when Service or other performance under the Pricelist was provided to the Customer.
- 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, the invoice is sent to the Customer's email address specified in the Contract or announced after the Contract was concluded, with the same deadline as the hard copy.
- The invoice is due within 14 (fourteen) calendar days of issuance. The day of payment is the day when the sum owed was credited to the Provider's account.
- If the due date of the invoice is not a business day, the following business day shall be deemed the due date.
- 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 amounting 0.05% of the due sum 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.
- Filing a complaint about the invoice does not affect the Customer's obligation to pay the invoice within the due date. If the Customer fails to pay the invoiced sum in full within the due date, the Provider may interrupt or restrict the provision of Services by blocking the Card or all issued Cards until the sum owed is paid in full.
- 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 restriction of provision of Services

7.1. The Provider may interrupt or restrict the provision of Services in the following cases:

- a) the Customer is in default with any due payment under the Contract;
- b) during planned reconstructions, modernisations, repairs and maintenance of Charging stations and Apartment building's charging infrastructure; the Provider will inform the Customer of this no later than 10 calendar days in advance. Publishing a notice on the Website is also considered informing the Customer under this Clause;
- c) unexpected failure; in such event the Provider will inform the Customer without undue delay. Publishing a notice on the Website is also considered informing the Customer;
- d) unpreventable event not originating from the operation of Charging stations or Apartment building's charging infrastructure; especially an unavoidable natural disaster, act of terrorism, war, strike affecting the Provider's ability to perform its duties;
- e) if electricity distribution was interrupted or restricted by the applicable distribution system operator to which the Charging station or Apartment building's charging infrastructure is connected, in cases and under the conditions indicated in the Act on Energy and other related regulations;
- 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 event under f), the Provider reserves the right to temporarily suspend or completely terminate the Service provided.

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 is not obliged to provide Services in states of emergency as indicated in the Act on Energy. Under Section 20 of the Act on Energy, state of emergency electricity sector means a sudden deficiency or threat of deficiency of energy, frequency change in the electricity grid above or below the level set for technical means ensuring automated disconnection of facilities from the system in compliance with the technical conditions of the transmission system operator, or a disruption in the parallel operation of transmission systems that may cause a considerable reduction or interruption in energy supplies or put energy facilities out of operation or endanger the life and health of people living in the defined territory or part thereof as a consequence of extraordinary events and emergency, measures during economic mobilization, accidents that occur at facilities for electricity generation, transmission and distribution, even outside the defined territory, situations posing a threat to the safety and operational reliability of the system, shortage of energy sources, an act of terrorism.

## VIII. Force majeure

- 8.1. The Parties are not liable for damage incurred by the other Party due to circumstances excluding liability/force majeure, i.e. obstacle which occurred independently of the liable Party's will, preventing the fulfilment of their obligations, if it cannot be reasonably assumed that the liable Party could have prevented or overcome the obstacle or its consequences and that they could have foreseen the obstacle at the time of commencement of the contractual relationship (e.g. war, state of emergency, country-wide strike, earthquake, flood, fires, terrorist attack, spread of a dangerous infectious disease, etc.).
- 8.2. The Provider is not liable for damage incurred due to circumstances excluding liability by a person whose performance affects the provision of Services under the Contract.
- 8.3. On the request by the other Party, the Party affected shall present evidence of

circumstances excluding liability.

8.4. 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.

8.5. 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 force majeure shall be borne by the Party responsible for such late notice.

## IX. Liability

9.1. If either Party breaches the obligations arising from these BTC and the Contract, the aggrieved Party is entitled to a compensation for demonstrably incurred damage.

9.2. The Provider is not liable for not providing the Services in the following cases: (i) defects or unsuitable technical equipment of the Electric vehicle, (ii) the Customer's incorrect process of using the Services, (iii) third party's fault which caused damage, malfunction or theft of the Charging station or the Apartment building's charging infrastructure, and (iv) breach of the BTC or applicable laws valid in the Slovak Republic and/or in the Roaming partner's country by the Customer. During the Service provision, the Provider is not liable for the output of connectors which is informatively indicated on the Charging stations as the maximum possible output of the Charging station.

9.3. The Provider is not liable to the Customer for direct, indirect, extraordinary or other damage incurred due to the use or inability to use the Services, including loss of profit, expenses spent, interruption of activity and other damage, except if such damage demonstrably occurred due to the Provider's intentional illegal actions.

9.4. The Provider and the Customer shall inform each other of any facts which they are aware of that might result in damage, and shall seek to prevent imminent damage.

9.5. The Provider shall be liable for damage that could be caused by using the Services up to EUR 5,000 (five thousand euros).

9.6. If the Customer fails to fulfil the obligation to inform the Provider about the change in his/her data, be it in the registration form or in the Contract, the Provider is not liable for any damage incurred by the Customer in relation to this. If the Customer provides false, incomplete or otherwise incorrect information and any damage occurs because of it, such damage will be claimable from the Customer.

## X. Delivery of notifications

10.1. Unless specified otherwise in BTC or in the Contract, all notifications, calls and other communication which according to the Contract or the BTC are to be 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 a 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) electronically to the email address specified in the Contract or communicated to the Provider following the Contract conclusion.

10.2. When delivered in person pursuant to Clause 10.1(a) of this Article 10. of the BTC, the written notifications are deemed delivered on the day indicated on the receipt confirming its acceptance by the addressee (e.g. a stamp from the Party's filing office or a confirmation of the acceptance on the copy of the written notification being delivered).

10.3. Written notifications delivered by the Customer or the Provider under Clause 10.1.(b) and (c) of this Article 10. of the BTC by a postman or a parcel service („mail“) are deemed delivered to the addressee:

- a) on the day of accepting the mail,
- b) on the day of refusal to accept the mail,
- c) on the seventh day of the mail's storage at the post office,
- d) on the day the mail is returned to the sender, if it was not possible to deliver it to the last known address of the Party who was the addressee (only if the fiction of delivery under c) of this Clause of the BTC is not applied).

When delivered electronically pursuant to Clause 10.1. of this Article 10. of the BTC, written notifications are deemed delivered:

- a) On the 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 email message.

10.4. Each Party is obliged to communicate to the other Party any change in the delivery address and or email 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.

## XI. Filing complaints

11.1. 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.

11.2. The Customer may complain especially about:

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

11.3. The Customer may file the complaint:

- a) in writing at the Provider at the mailing address: Západoslovenská energetika, a.s., Čulenova 6, 816 47 Bratislava;
- b) electronically at the email address [elektromobilita@zse.sk](mailto:elektromobilita@zse.sk);
- c) in person at the Provider by visiting a ZSE Centre; a record of the complaint must be made;
- d) via the complaint form available at the Provider's Website.

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

- a) Identification of Customer in the scope business name, registered office / place of business, CRN;
- b) Contract Number;
- c) 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);
- d) Signature of the Customer or his 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 the Website.

11.5. If the complaint lacks the above stated requisites and the Provider therefore cannot process the complaint, the Provider shall be obliged to ask the Customer to complete the complaint with the requisite information, setting 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 a plenipotentiary (representative), written power of attorney must be attached to the complaint,

authorising the Plenipotentiary to act on the Customer's behalf in the matter of the complaint.

- 11.7. The complaint must be filed after identifying shortcomings without undue delay.
- 11.8. Filing a complaint about the invoice 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. Filing of the complaint means the day of delivery of the written complaint to the Provider in line with these BTC.
- 11.10. If the complaint is incomplete under Clause 11.5. of this Article 11., the 30-day period for its processing starts on the day of delivery of the complaint completed in accordance with Clause 11.5. of this Article 11.

## XII. Termination of the Contract

12.1. The Contract shall terminate:

- a) based on agreement of the Parties;
- b) By notice of termination;
- c) by withdrawal from the Contract for reasons specified this Article 12 of these BTC;
- d) by crediting of finances to the Provider's bank account in case of one-off charging.

12.2. The Contract may be terminated by a written agreement of the Parties.

12.3. Both Parties may terminate this Contract for any reason by delivering a written notice of termination of the Contract to the other Party, with the notice period of one calendar month, starting from the first day of the month following the month when the written notice of termination of the Contract was 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 delay with the invoice payment, and failed to pay it even within the period specified in the dunning letter as of its delivery;
- b) if the Customer provides false data in the Contract conclusion form;
- c) misuses the Services under the BTC;
- d) repeated breaches of these BTC;
- e) if the Customer fails to deliver the signed Contract to the Provider within 15 calendar days of the delivery of the Contract and Card;
- f) if the Customer did not use any Service in twelve (12) consecutive calendar months;
- g) if the Charging card is blocked due to Unauthorised use of the Charging card.

12.8. The Provider may withdraw from the Contract by means of a written withdrawal sent to the Customer. The withdrawal comes into effect 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.



- 12.9. In the event of a material breach of the Contract by the Provider, if the Provider without justification breaches its obligation to provide Services to the Customer under the Contract and these BTC, and fails to meet this obligation even within the adequate deadline determined by the Customer, the Customer may withdraw from the Contract in writing.
- 12.10. 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.
- 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 business unit responsible for conclusion and performance of the Contract shall not be considered changes requiring an addendum to the Contract. The Party whose data has changed is obliged to notify the other Party in writing without delay by means of a registered mail addressed to the registered office of the other Party. Such notification of change shall come into effect on the date of its delivery to the other Party.

### **XIII. Final provisions**

- 13.1. The Provider reserves the right to change the Programme, including price of Services and the scope and structure of Services at any time, in particular in the event of (i) a change in the market conditions for the provision of the Services, (ii) an increase in the cost of providing the Services, (iii) a change in the market and/or technological development of the Services, (iv) a change in the relevant legislation, and (v) a decision of the relevant government authority.
- 13.2. Legal relations of the Parties which are not specified in the Contract and in the BTC are governed by applicable laws of the Slovak Republic, especially the 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 the Contract.
- 13.6. The Provider may unilaterally change the BTC. When the new BTC come into effect, the original BTC become void. The Provider shall notify the Customer of a change to the BTC by posting them on the Website at least 30 days before the change takes effect.
- 13.7. In carrying out its business activities and relationships, the Provider follows the principles set out in the Code of Conduct of the ZSE Group whose wording can be found on <http://www.skupinazse.sk/sk/O-spolocnosti/Etika-a-transparentnost>. The Customer is obliged to respect the same principles in carrying out its business activities and developing its relationships with third parties.
- 13.8. These BTC shall enter into force and become effective on 1 April 2024.