

Terms and Conditions of the Charging Service

(hereinafter the “TCCs”)

1. INTRODUCTORY PROVISIONS

- 1.1. These TCCs regulate the contractual relations in the provision of the Charging Service by the Provider and the use of the Charging Service by the Customer.
- 1.2. These TCCs set out in more detail other mutual rights and obligations of the Participants and are available on the Website.
- 1.3. The TCCs determine a part of the content of the Contract concluded between the Provider and the Customer. The provisions in the Contract shall prevail over the provisions of the TCCs to the extent that they conflict with them.

2. DEFINITION OF THE TERMS

- 2.1. **Application** - Futurego mobile application that allows the Customer to use the functions associated with the use of the Charging Service
- 2.2. **Price List** - Document that contains the price for the provision of the Charging Service and which is published on the Website and, indicatively, in the App/ Portal
- 2.3. **CS** - Own CS, Partner CS or Roaming CS
- 2.4. **Electric vehicle** - Motor vehicle with a power train comprising at least one non-peripheral electrical device such as an energy converter with an electrically rechargeable energy storage system that can be externally charged
- 2.5. **Futurego** - Trade name of Charging Service
- 2.6. **Infrastructure network** - Network of all the CSs (Own CS, Partner CS and Roaming CS)
- 2.7. **Civil Code** - Act No. 89/2012 Coll., the Civil Code, as amended
- 2.8. **TCCs** - These Terms and Conditions of the Charging Service or Annex No. 1 to the Contract
- 2.9. **Partner CS** - Publicly accessible charging station owned and operated by a third party other than the Provider, where the Provider enables the Customer to use the Charging Service and where the Provider provides the control system, communication with Customers, and Customer billing
- 2.10. **Portal** - Futurego's customer web portal that enables the Customer to use the functions associated with the use of the Charging Service and which is accessible from the Website
- 2.11. **Provider** - ČEZ, a. s., with its registered office at Prague 4 - Michle, Duhová 2/1444, Postal Code 140 53, Company ID No. 45274649, VAT No: CZ45274649, registered in the Commercial Register of the Municipal Court in Prague, under File No. B 1581
- 2.12. **RFID** - Chip provided or authorized by the Provider, enabling contactless (radio frequency) identification and authorization of the Customer and enabling the Customer to use Charging Service
- 2.13. **Roaming CS** - Publicly accessible charging station owned and operated by a third party other than the Provider, whereby the Provider, on the basis of a contractual relationship with such a third party, also allows the Customer to use the Charging Service at such a Roaming CS
- 2.14. **Charging Service** - Its meaning is set out in Art. 1 par. 1.1. of the Contract
- 2.15. **Contract** - Charging Service Contract entered into between the Contracting Parties, to which these TCCs are attached
- 2.16. **Contracting Party(ies)** - Provider or Customer, in plural the Provider and Customer together
- 2.17. **Participant(s)** - Same as the Contracting Party(ies)
- 2.18. **Own CS** - Publicly accessible charging station owned and operated by the Provider, where the Provider enables the Customer to use the Charging Service
- 2.19. **Website** - Provider's website available at www.futurego.cz
- 2.20. **Customer Line** - Telephone line of the Provider intended for Customers, the telephone number is indicated on the Website
- 2.21. **Customer** - Legal entity or natural person who uses the Charging Service and has concluded a Contract with the Provider

3. CERTAIN CONDITIONS FOR THE PROVISION OF THE CHARGING SERVICE

- 3.1. The Provider undertakes to provide the Customer with adequate customer support so that the Customer can take advantage of the charging options for Electric Vehicles at a CS.
- 3.2. The Provider undertakes to provide the Customer with access to the Application, the Portal, and Website, through which the Customer will be informed in particular about:
 - 3.2.1. The current status and CS locations;
 - 3.2.2. How to operate the CS, including operating instructions and safety instructions;
 - 3.2.3. Newly commissioned CSs;
 - 3.2.4. New electro-mobility developments.
- 3.3. The Customer undertakes in particular:
 - 3.3.1. To read and follow the CS operating instructions and safety instructions on the Website;
 - 3.3.2. To immediately inform the Provider via the Application or the telephone number indicated on the CS about the malfunction or damage to the CS that it has detected. Other contacts listed in Art. XI of the TCCs may be used for reporting as well.
- 3.4. The Customer agrees that all the charging data may be published by the Provider in an anonymized form or used for promotional purposes.
- 3.5. The Customer acknowledges and agrees that the CS occupation or a reserved parking space occupation is only permitted for the purpose of charging an Electric Vehicle and for the necessary period of time. The moment from which the occupation of a CS or reserved parking space by the Provider is already charged is specified in the Price List, including the fee amount. The Customer acknowledges that the Provider is not obliged to provide a reserved parking space at the CS. Parking at the CS is governed by traffic signs and parking regulations, if applicable for the given location. Parking may be charged by the car park operator.
- 3.6. The Provider reserves the right to restrict the possibility to charge at individual CS or in the entire Infrastructure Network for commercial or technical reasons, or to prevent an emergency or in a state of emergency (within the meaning of Act No. 458/2000 Coll., the Energy Act), as well as due to changes in legislation, technical standards, and force majeure.

4. CUSTOMER IDENTIFICATION AND AUTHORIZATION

- 4.1. The Provider shall provide the Customer, upon request, with an RFID that authorizes the Customer to access the Infrastructure Network and use the Charging Service. Unless otherwise agreed between the Customer and Provider, the Customer agrees to send the RFID to the address provided by the Customer during registration or to another address provided by the Customer.
- 4.2. If the Provider authorizes an RFID owned by the Customer or a third party at the Customer's request, the Customer is entitled to use this RFID to access the Infrastructure Network and use the Charging Service.
- 4.3. The RFID is designed to identify and authorize the Customer within the Infrastructure Network for charging an Electric Vehicle at a CS.
- 4.4. The RFID provided by the Provider pursuant to par. 4.1. is the property of the Provider. If the Customer requests a new RFID due to loss or damage of the RFID, the Customer is obliged to pay the Provider the associated fee specified in the Price List.
- 4.5. The RFID, Application or Portal is used to identify and authorize the Customer within the Infrastructure Network.
- 4.6. The Customer is obliged to prevent any misuse of the RFID and to secure it against theft. Similarly, the Customer is obliged to protect their access data to the Application/Portal and secure it against misuse or theft. The Customer is responsible for all the operations performed through the RFID/Application/Portal, damage, debts, liabilities, claims that arise from or in connection with the use of the RFID/Application/Portal, including damage arising from any misuse, and undertakes to pay all such damage, debts, liabilities, claims to the Provider.
- 4.7. The Customer shall use the RFID/Application/Portal exclusively for their own use and shall not be entitled to provide or make it available to others, unless otherwise agreed in writing by the Contracting Parties.
- 4.8. Any misuse of the RFID/Application/Portal is considered a material breach of the Contract.
- 4.9. In case of loss, theft or damage of the RFID, the Customer is obliged to block the RFID in their account or notify the Provider and request the invalidation of the RFID through the Customer Service Line, by e-mail or by notification in the Application/Portal. The Customer is also obliged to immediately contact the Provider if the Application or the Portal is misused or threatened to be misused (e.g. if login data is stolen).

5. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 5.1. When using a CS, the Customer is obliged to follow the operating instructions and safety instructions located at the CS (and available on the Website), according to the terms and conditions set out in the Contract, in the TCCs, or according to the information provided on the Website. In particular, the Customer undertakes to use the CS exclusively to charge Electric Vehicles approved by the relevant official procedure for the territory in which the charging takes place, as well as to use the relevant officially approved cables and connectors, if required for charging, as recommended in the CS manual. The use of any reducers or similar devices, which have not been approved for the purpose in question in accordance with the relevant applicable technical standard, is prohibited.
- 5.2. The Customer further agrees not to make any arbitrary modifications to the CS or to charge any Electric Vehicle on which such arbitrary modifications have been made.
- 5.3. The Customer acknowledges and agrees that all the cables and connectors used by the Customer for charging (except cables and connectors firmly connected to the CS) are considered accessories of the Customer's Electric Vehicles, and the Provider shall not be liable for their loss, damage or theft.
- 5.4. The Participants undertake to take technical and organizational internal measures to protect non-public information, in particular confidential information and personal data.
- 5.5. The Participants further undertake to provide each other with all information in a timely manner that would or could affect the performance of the Contract.

6. CONCLUDING A CONTRACT REMOTELY

- 6.1. The Contract is concluded remotely via the Application or the Portal, unless the Contracting Parties have agreed otherwise.
- 6.2. The Provider informs the Customer as follows:
 - 6.2.1. The cost of the means of remote communication does not differ from the basic rate (in the case of Internet connection according to the terms and conditions of the Participants' operator);
 - 6.2.2. The Contract is concluded in the Czech language;
 - 6.2.3. No deposit or similar payment is required at the Contract conclusion;
 - 6.2.4. Before concluding the Contract, the Customer is obliged to register in the Application or on the Portal by completing and submitting the online form. Before completing the registration (submitting the form), the Customer is obliged to read the text of the Contract and the TCCs, which are available on the Website. The Customer is obliged to confirm this knowledge before completing the registration. To successfully complete the registration, the Customer must upload a payment card that is authorized with the payment of CZK 0.00 to the online form; without the authorization of the payment card, the registration cannot be completed. The registration will be confirmed by the Provider to the Customer via the Customer's contact e-mail provided during registration. The Contract is concluded on the date when the Customer confirms the registration via a link in the email sent by the Provider to the Customer;
- 6.2.5. The Contract text is available on the Website. If there are multiple documents marked as a contract (different Contract versions) on the Website, the Contract is concluded in the version that was valid on the date of registration by the Customer.

7. CONTRACT TERMINATION

- 7.1. Either of the Participants is entitled to terminate the Contract at any time in writing, even without giving any reason, provided that the Contract shall expire on the expiry of a notice period of one month. The notice period shall commence on the first day of the month following the delivery of a written notice to the other Participant.
- 7.2. The Participant is entitled to terminate the Contract without notice if the other Participant enters into liquidation or if during insolvency proceedings against the other Participant, a decision on bankruptcy was made pursuant to Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution, as amended (Insolvency Act).
- 7.3. If the Customer is in default in payment of the due obligations towards the Provider and the period of default in payment of the Customer's obligation towards the Provider has exceeded 30 days from the proven delivery of the Provider's notice to the Customer, the Provider is entitled to terminate the Contract without notice. The Provider is also entitled to terminate the Contract without notice in case of:
 - 7.3.1. Misuse of the RFID/Application/Portal or use of the RFID/Application/Portal in violation of the Contract or TCCs;
 - 7.3.2. Breach of the Customer's obligation, which results in or threatens damage to the Provider.
- 7.4. Termination pursuant to par. 7.2 and 7.3 shall be effective on the date of delivery.
- 7.5. The Customer is entitled to withdraw from the Contract in the event of a material breach of the obligations arising from the Contract by the Provider; a material breach of obligations by the Provider is deemed to be a failure to provide or ensure the Charging Service for no reason.
- 7.6. The Customer may also withdraw from the Contract in the cases specified in Art. XII, par. 12.1. and 12.3. of the TCCs as a statement of disagreement with changes or new TCCs or changes to the Price List.

- 7.7. Withdrawal pursuant to the provisions of par. 7.5 shall be effective on the date of delivery of the Customer's written notice of withdrawal to the Provider or on a later date specified in such a notice. Withdrawal from the Contract cancels the obligation for the future.
- 7.8. The Contract may also be terminated by mutual agreement of the Participants.
- 7.9. The Customer, in accordance with the provisions of Section 1897 of the Civil Code, agrees in advance to the cession of the Contract and acknowledges that such a cession is effective against the Customer from the moment when the Provider notifies the Customer of such a cession of the Contract or when a third party (cessionary) proves the cession of the Contract to the Customer.
- 7.10. The Customer, within the meaning of Section 1899 (1) of the Civil Code, expressly declares that it waives the right to declare against the Provider the refusal to release the Provider from its obligations within the scope of the cession.

8. BILLING AND METHOD OF PAYMENT

- 8.1. The Provider has the right to charge the Customer the price for the provision of the Charging Service immediately after the Customer has used the Charging Service (in particular after an Electric Vehicle has been charged). The price for providing the Charging Service is set out in the Price List. When charging an Electric Vehicle, the amount of electricity recorded by the relevant CS is decisive. The Customer acknowledges and agrees that, in particular in the case of using the Charging Service via a Roaming CS, the price for the Charging Service may be billed at a later date.
- 8.2. The Provider reserves the right to propose to the Customer a discount from the prices specified in the Price List, in the form of a written notice sent to the Customer. The specific terms and conditions of the discount, in particular the amount and duration of the discount, will always be specified in the aforementioned notice. If the Customer accepts such a proposal, the price change agreement shall take precedence over the general terms and conditions in the Price List. The Customer accepts the proposal, inter alia, by carrying out the charging of the Electric Vehicle upon receipt of the Provider's notification, without having previously expressly rejected the Provider's proposal.
- 8.3. The Provider shall invoice the price for the Charging Service with a tax document (invoice or simplified tax document), which shall be made available to the Customer in the Application or on the Portal immediately after its issue.
- 8.4. The maturity of the tax document occurs at the moment of its issue.
- 8.5. The Customer expressly agrees that payment for the provision of the Charging Service is made non-cash (via a payment service provider), in the form of recurring payments (i.e. by charging the Customer's payment card). For payment, the Provider will use the Customer's payment card entered by the Customer in the Application or the Portal. The Provider may (but is not required to) allow the Customer to pay via another payment method. Information about the individual transactions, payments and any changes related to recurring payments is available to the Customer in the Application or the Portal.
- 8.6. The Customer acknowledges and agrees that the Customer's payment card is verified prior to every charging by blocking the amount specified (reasonable) by the Provider. In the event that the verification of the Customer's payment card is not successful, the Provider will suspend the provision of the Charging Service (in particular the Electric Vehicle charging) until successful verification. The blocked amount is then used to pay the price for the Charging Services provided and the unused amount is unblocked.
- 8.7. The Customer agrees that the payment (charge to their credit card) for the provision of the Charging Service shall be made immediately after the use of the service (e.g. after the Electric Vehicle has finished charging).
- 8.8. The Customer gives consent to the processing of payment data by the payment service provider (payment gateway operator) that handles the Customer's payment card details in accordance with international security standard PCI-DSS Level 1. The Provider does not have access to the Customer's payment card details.
- 8.9. In the event of termination of recurring payments on the Customer's payment card or the expiry of the validity of the entered payment card and failure to enter a new payment card, or failure to enter any payment card, the Customer acknowledges and agrees that the provision of the Charging Service will be suspended.
- 8.10. The Customer is obliged to have the appropriate amount of funds on their payment card at the time of charging the recurring payment to the payment card.
- 8.11. Other possible payments under the Contract (e.g. damage, interest on delay, other costs, refunds) will be billed to the Customer in the same way as the Charging Service, i.e. by a tax document (invoice or simplified tax document), which the Provider will make available to the Customer in the Application or on the Portal immediately after its issuance. The maturity of the tax document occurs at the moment of its issue. Payment will be made immediately after the tax invoice is issued by charging the Customer's credit card. The Provider may (but is not required to) allow the Customer to pay via another payment method.
- 8.12. If it is not possible to make a recurring payment (by charging the Customer's payment card) due to reasons not attributable to the Provider (in particular due to an invalid card, insufficient funds, etc.) or in the event that the Provider records a debt to the Customer, the Customer acknowledges and agrees that the provision of the Charging Service will be suspended until the full amount due is paid, including any other payments under the Contract or the TCCs.
- 8.13. All the invoices and payments shall be made in the local currency of the location of the CS used, unless agreed otherwise in the Contract. Every Participant shall bear the costs associated with the payment of its obligations under the Contract.
- 8.14. The Contracting Parties agree that the Customer shall not be entitled to set off any of its claims against any claims of the Provider against the Customer by a unilateral act. To the extent that this provision conflicts with any provision of other contracts between the Provider and the Customer, this provision shall prevail over the provisions of such other contracts.
- 8.15. The Provider's tax documents issued by means of bulk data processing do not have to contain the Provider's stamp or signature.
- 8.16. From the perspective of Act No. 235/2004 Coll., on Value Added Tax, the Charging Service is considered electric power supply.

9. INTEREST ON LATE PAYMENT

- 9.1. In the event of default in payment of any claim (monetary debt) payable under the Contract, the defaulting Participant (debtor) shall pay to the other Participant (creditor) contractual interest on late payment at the rate of 0.05% of the amount due for each day of delay.
- 9.2. If the debtor is a consumer, they are obliged to pay statutory interest on late payment at the rate set by the relevant legislation.

10. SERVICE OF DOCUMENTS

- 10.1. All the communications between the Contracting Parties regarding matters relating to the Contract shall be in writing. Any information (document) sent between the Participants must be sent by at least one of the following delivery methods:
 - a) By personal delivery or delivery by courier; the information shall be deemed to have been delivered on the date of handover to the contact person of the Contracting Party concerned;
 - b) By registered letter; the information shall be deemed to have been received on the date of delivery, whereby delivery shall be deemed to have taken place at the moment when the letter reaches the recipient's sphere, including the fact that receipt of the letter is refused by the recipient. If the information is not delivered earlier, it shall be deemed to have been delivered upon expiry of the time limit for collecting the registered mail set by the postal license holder. The information shall also be deemed to have been delivered on the day on which the recipient refuses to accept the delivery;
 - c) By letter; the information shall be deemed to have been received on the date of delivery, which shall be deemed to be the moment when the letter reaches the recipient;

- d) Electronically (by e-mail). The Customer undertakes to acknowledge receipt of each e-mail sent by the Provider without delay;
 - e) Via SMS sent to the Customer's mobile phone number;
 - f) By delivery to a data box;
 - g) Via the Application or the Portal.
- 10.2. Contact details of the Provider for delivery of documents by the Customer are given in the TCCs. The Customer's contact details for the delivery of documents by the Provider are the Customer's last contact details known to the Provider (e.g. address, e-mail, mobile phone number), which the Customer provided during registration or later in the Application or in the Portal. The Provider's contact address and the Customer's last known address to the Provider shall be the addresses for delivery within the meaning of the relevant legislation as agreed by the Contracting Parties.
- 10.3. The Customer agrees that the Provider may send messages, information, confirmation of delivery of messages, notices, reminders and other communications regarding the Contract and its performance by any of the methods specified above for the delivery of documents (in particular by SMS or electronic means - e.g. via e-mail). Similarly, the consent applies to the sending of commercial communications in the electronic and paper form in relation to the Charging Service and related services. The Customer may also use the Customer Line for communication in the performance of the Contract.
- 10.4. Telephone calls to the Customer Line may be recorded, and the Customer will be notified at the beginning of the call. Call charges, as well as the cost of using other means of distance communication, will be charged according to the tariff of the Provider of the respective means of communication used by the Customer.
- 10.5. The Provider is entitled to request verification of the Customer's identity when communicating with the Customer. The Provider is also entitled not to perform any action requested by the Customer until the identity of the Customer has been verified. In case of failure to prove the identity of the Customer or in case of doubts of the Provider about the identity of the Customer, the Provider is entitled not to execute the Customer's request.

11. PROVIDER'S CONTACT DETAILS

Address: ČEZ, a. s., Útvar Dobíjecí služby (Charging Service Unit), Duhová 2/1444, 140 53 Prague
 Application: Futurego
 Portal: www.futurego.cz
 Contact e-mail: info@futurego.cz
 Customer Line: Telephone specified on the respective CP

12. CHANGE OF TCCs AND PRICE LIST

- 12.1. The Contracting Parties are aware that, given the nature of the Charging Service and the longevity of the contractual relationship, it will be necessary to amend the rights and obligations of the Parties set out in these TCCs. Therefore, the Provider is entitled to unilaterally amend the TCCs by drawing up a new version of the TCCs, which shall completely replace the original text and shall be effective and binding on both Contracting Parties from the effective date of the amendment. The Provider shall publish such new TCCs at least 30 days before the effective date of the change of the (new) TCCs in a manner allowing remote access (on the Website). The Customer is obliged to get acquainted with the amended (new) TCCs. The Customer is entitled to withdraw from the Contract without giving any reason no later than 3 working days before the new TCCs come into force. For the avoidance of doubt, the Customer's withdrawal must be delivered to the Provider within this period. Withdrawal from the Contract constitutes the exclusive instrument agreed by the Contract Participants for expressing their disagreement with changes to the contractual terms and conditions in the TCCs. Withdrawal is effective on the last day before the effective date of the new TCCs, unless the Customer specifies an earlier effective date of withdrawal.
- 12.2. The Contracting Parties agree that if the amendment to the TCCs is exclusively for the benefit of the Customer, i.e. if it will provide the Customer with new rights (e.g. making available a new service), the Provider is entitled to publish the new version in a shorter period of time before the entry into force of such TCCs than provided for in paragraph 12.1 of the TCCs, but no later than on the date of entry into force of such new TCCs. The Customer is not entitled to withdraw from the Contract in the event of such a change to the TCCs.
- 12.3. The Provider is entitled to unilaterally change the price(s) for the Charging Service set out in the Price List. The change of the Price List shall be made in such a way that the Provider shall draw up a new version of the Price List, which shall completely replace the original version and shall be effective and binding for both Contracting Parties from the effective date of the change. The new Price List shall be published by the Provider at least 15 days before the effective date of the Price List change, in a manner allowing remote access (on its Website). The Customer is obliged to familiarize himself with the revised (new) Price List. The Customer is entitled to withdraw from the Contract without giving any reason no later than 3 working days before the new Price List comes into force. For the avoidance of doubts, the Customer's withdrawal must be delivered to the Provider within this period. The written withdrawal is the exclusive instrument agreed by the Contract Participants for expressing disagreement with changes to the Price List. Withdrawal is effective on the last day before the effective date of the new Price List, unless the Customer specifies an earlier effective date of withdrawal.

13. FINAL PROVISIONS

- 13.1. The Provider processes, in accordance with relevant Czech and European legislation and for the purpose of fulfilling its obligations under the Contract, obligations imposed by law and protecting its legitimate interests, the identification and contact data and certain other data of the Customer provided by the Customer in connection with the Contract conclusion. This data is used for the purposes of the Contract conclusion, performance under the Contract, termination of the Contract, and exercising rights under the Contract. The Customer has the right to object to the processing of personal data on the basis of the Provider's legitimate interests at any time. Information about the processing of personal data, including the Customer's rights, is available in the Information on the processing of personal data available at www.cez.cz/cs/o-cez/cez/ochrana-osobnich-udaju/informace-o-zpracovani-osobnich-udaju.
- 13.2. The obligation to protect confidential information and personal data does not prevent disclosure of the Contract, confidential information and personal data, including specific information on the progress of performance under the Contract, to persons within the ČEZ Group. ČEZ Group means ČEZ, a. s., and the companies controlled (directly or indirectly) or directed by ČEZ, a. s.. A controlled person means a controlled person within the meaning of Section 74 et seq. of Act No. 90/2012 Coll., the Act on Business Corporations and Cooperatives, as amended; a person within the Provider's business group is entitled to process and use this data within the scope of the Provider's authorization.
- 13.3. The Provider is committed to upholding ethical principles in business, which the Customer can find more information on at www.cez.cz/cs/o-cez/udrzitelnost-a-etika/cs/nase-zavazky. The Provider's Code of Ethics is also available (for viewing or downloading) at the same location.
- 13.4. Mutual contractual relations not regulated by the Contract or the TCCs shall be governed by the provisions of the legal system of the Czech Republic, in particular the Civil Code, excluding the impact of the UN Vienna Convention on Contracts for the International Sale of Goods. Any litigation arising out of the Contract or in connection with it, will be settled before the Czech court of competent jurisdiction.
- 13.5. The Czech Trade Inspection Authority, with its registered office at Gorazdova 1969/24, 120 00 Prague 2, ID No: 000 20 869, Internet address: <https://adr.coi.cz/cs>. The online dispute resolution platform located at the Internet address <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Provider and the Customer under the service contract.
- 13.6. If the Customer is represented by a power of attorney at the conclusion, amendment or termination of the Contract, the Provider may require the submission of a power of attorney in writing, including official verification of the Customer's signature.
- 13.7. The TCCs are effective from 1 January 2025 and repeal the previous version of the TCCs.