

Single Charging Terms and Conditions

(hereinafter the “SCTCs”)

1. INTRODUCTORY PROVISIONS

- 1.1. These SCTCs govern the mutual rights and obligations in the provision of the Single Charging Service by the Provider and the use of the Single Charging Service by the User and are also available on the Provider's Website.

2. DEFINITIONS

- 2.1. **Application** - Futurego mobile application that allows the User to use the functions associated with the use of the Single Charging Service;
- 2.2. **Single Charging Price List** - Document that contains the price for the provision of the Single Charging Service and which is published on the Website and, alternatively, in the Application/ Portal;
- 2.3. **CS** - Own CS or Partner 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. **Civil Code** - Act No. 89/2012 Coll., the Civil Code, as amended;
- 2.6. **SCTCs** - These Single Charging Terms and Conditions;
- 2.7. **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 Single Charging Service and where the Provider provides the control system, communication with the User and invoicing;
- 2.8. **Portal** - Futurego's customer web portal that enables the User to use the functions associated with the use of the Single Charging Service and which is accessible from the Website;
- 2.9. **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;
- 2.10. **Single Charging Service** - The subject of the service is the Provider's obligation to enable the User, under the conditions specified in these SCTCs, to charge an Electric Vehicle at the Provider's own CS and Partner CS in the Czech Republic;
- 2.11. **User** - Natural entity or legal person using the Single Charging Service;
- 2.12. **Own CS** - Publicly accessible charging station owned and operated by the Provider, where the Provider enables the User to use the Single Charging Service;
- 2.13. **Website** - Provider's website available at www.futurego.cz;
- 2.14. **Customer Line** - Telephone line of the Provider designed also for the User, the telephone number is indicated on the Website.

3. CONDITIONS FOR THE SINGLE CHARGING SERVICE PROVISION

- 3.1. The legal relationship between the Provider and the User is governed by:
 - 3.1.1. These SCTCs
 - 3.1.2. The procedure described in the Application/on the Portal and on the Website
 - 3.1.3. By the Civil Code
 - 3.1.4. If the User is a consumer, then by Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 3.2. In order to use the Single Charging Service, the User must have the Application installed and fill in all the mandatory data, or they can use the Portal, where they must enter all the mandatory data as well.
- 3.3. By starting to use the Single Charging Service, the User agrees to the following SCTCs.
- 3.4. The Single Charging Service is initiated when:
 - a) The user uses the Application/Portal to select a specific CS and the desired charging connector, and
 - b) then enter their personal and payment details (payment method) in the Application/ Portal, start the charging, and
 - c) connects their Electric Vehicle to the CS.
- 3.5. The Single Charging service may not be available at all the CSs without limitation, in particular for commercial or technical reasons, due to changes in legislation or technical standards, to prevent an emergency or in a state of emergency (within the meaning of Act No. 458/2000 Coll., the Energy Act) and for reasons of force majeure.
- 3.6. In particular, the User undertakes as follows:
 - 3.6.1. When using a CS, to read and follow the operating instructions and safety instructions at the CS (and available on the Website), the conditions set out in the SCTCs, and, where applicable, the information on the Website. In particular, the User undertakes to use the CS exclusively to charge Electric Vehicles approved by the relevant official procedure for the territory in which the recharging 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.
 - 3.6.2. The User further undertakes not to make arbitrary modifications to the CS or to charge the Electric Vehicle on which such arbitrary modifications have been made;
 - 3.6.3. To immediately inform the Provider via the Application/Portal or the telephone number indicated on the CS about the malfunction or damage to the CS that it has detected.
- 3.7. The User acknowledges and agrees that all the cables and connectors used by the User for charging (except for cables and connectors firmly connected to the CS) are considered accessories of the User's Electric Vehicle, and the Provider shall not be liable for their loss, damage or theft.
- 3.8. The User acknowledges and agrees that occupation of a CS, or a reserved parking space, is only permitted for the purpose of charging the 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 Single Charging Price List, including the fee amount. The User 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.

4. BILLING AND PAYMENT TERMS

- 4.1. The Provider shall issue a simplified tax document for the Single Charging Service received, electronically after the completion of the Electric Vehicle charging.
- 4.2. The maturity of the tax document occurs at the moment of its issue.
- 4.3. The price for providing the Single Charging Service is set out in the Single Charging Price List. When charging an Electric Vehicle, the amount of electricity recorded by the relevant CS is decisive.
- 4.4. The User expressly agrees that payment for the provision of the Single Charging Service is made in the cashless form (via the payment service provider) by charging the User's payment card. For payment, the Provider shall use the User's payment card entered by the User into the Application or the Portal. The Provider may (but does not have to) allow the User to pay via another payment method.
- 4.5. The User agrees that the payment (charge to their credit card) for the provision of the Single Charging Service shall be made immediately after the use of this service. The User also agrees that the Provider shall verify the User's payment card by blocking the (reasonable) amount on the card as determined by the Provider.
- 4.6. All the payments are made in Czech korunas.
- 4.7. The costs associated with the payment of obligations are borne both by the Provider and User, each on their side.
- 4.8. The User consents to the processing of payment data by the payment service provider (payment gateway operator), which handles the User's payment card data in accordance with the international security standard PCI-DSS Level 1.
- 4.9. The Single Charging Service Provider does not store, process or have access to the User's payment card data.
- 4.10. The User is obliged to have the appropriate amount of funds on their payment card at the time of charging for the provision of the Single Charging Service.
- 4.11. The tax document will be sent to the User electronically to the e-mail address provided by the User in the Application or on the Portal.
- 4.12. Tax documents are issued in accordance with the Civil Code and the requirements of the tax document meet the conditions of Act No. 235/2015 Coll., on Value Added Tax, as amended.
- 4.13. From the perspective of Act No. 235/2004 Coll., on Value Added Tax, the Single Charging Service is considered electric power supply.

5. COMPLAINTS

- 5.1. Complaints about proper performance in the provision of the Single Charging Service shall be governed by the applicable generally binding legislation.
- 5.2. In the event of a complaint about the Single Charging Service, the User shall deliver a written or electronic complaint to the Provider's contact address specified in Art. VII of these SCTCs.
- 5.3. Complaints will be settled without undue delay, but no later than 30 days after receipt of the complaint.

6. PERSONAL DATA HANDLING

- 6.1. The Provider handles personal data in accordance with the relevant Czech and European legislation and for the purpose of fulfilling the obligations arising from the legal relationship between the Provider and the User, the obligations imposed by law and the protection of its legitimate interests. The User has the right to object to the personal data processing on the basis of the Provider's legitimate interests at any time. Information about the personal data processing, including the User's rights, is available on the website www.cez.cz/cs/o-cez/cez/ochrana-osobnich-udaju/informace-o-zpracovani-osobnich-udaju.
- 6.2. The User agrees that all the charging data may be published by the Provider in an anonymized form or used for promotional purposes.

7. PROVIDER'S CONTACT DETAILS

Address: ČEZ, a. s.
Útvar Dobíjecí služby (Charging Service Unit)
Duhová 2/1444, 140 53 Prague

Application: futurego
Contact e-mail: info@futurego.cz
Customer Service: phone number at a relevant CS)

8. FINAL PROVISIONS

- 8.1. The Provider is committed to upholding ethical principles in business, for which the User can find more information at [www.cez.cz/cs/o-cez/udrzitelnost-a-etika/ cs/nase-zavazky](http://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.
- 8.2. Costs incurred when using the Application or Portal (in particular the cost of the Internet connection) are borne by the User.
- 8.3. Correspondence relating to the provision of the Single Charging Service shall be in writing, either by email or SMS.
- 8.4. The User's contact details are considered to be the details entered by the User before starting to use the Single Charging Service in the Application or Portal.
- 8.5. All the legal relations arising under these SCTCs are governed by the laws of the Czech Republic.
- 8.6. Mutual rights and obligations not regulated by the SCTCs are 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 legal disputes arising out of or in connection with the Contract shall be settled before a Czech court of competent jurisdiction.
- 8.7. 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.
- 8.8. These SCTCs are valid from 1 January 2025.