

Charging service business terms and conditions (hereinafter referred to as the „CTC“)

I. RECITALS

- I.1 These CTCs govern the contractual relationships in the provision of the Charging Service by the Provider and the use of the Charging Service by the Customer.
- I.2 The CTCs regulate in more detail other mutual rights and obligations of the Participants and are available on the Website.
- I.3 The CTCs determine part of the content of the Contract concluded between the Provider and the Customer. In case of any conflict, the provisions of the Contract shall prevail over the provisions of the CTCs.

II. DEFINITION OF THE TERMS

- II.1 **Application** – the mobile application Futurego which allows the Customer to use the functions associated with using the Charging Service
- II.2 **Price List** – a document that contains the price for the provision of the Charging Service and which is published on the Website, and for information also in the Application/Portal
- II.3 **CP** – Own CPs, Partner CPs or Roaming CPs
- II.4 **Electric Vehicle** – a motor vehicle with a drive comprising at least one non-peripheral electrical device such as an energy converter with an electrically rechargeable energy storage system that can be recharged externally
- II.5 **Futurego** – trade name of the Recharge Services
- II.6 **Infrastructural Network** – a network of all CPs (Own CPs, Partner CPs or Roaming CPs)
- II.7 **Civil Code** – Act No. 89/2012 Sb., Civil Code, as subsequently amended
- II.8 **CTCs** – these Charging Service Business Terms and Conditions or else Annex 1 to the Contract
- II.9 **Partner CP** – a publicly accessible charging point owned and operated by a third party other than the Provider, at which the Provider allows the Customer to use the Charging Service and at which it ensures the control system, communication with Customers and invoicing of Customers
- II.10 **Portal** – customer web portal Futurego, which allows the Customer to use the functions associated with using the Charging Service and which is accessible from the Website
- II.11 **Provider** – ČEZ, a. s., with its registered office at Prague 4, Duhová 2/1444, postal code 140 53, Company ID 45274649, VAT ID: CZ45274649, registered in the Commercial Register kept by the Municipal Court in Prague under File No. B 1581
- II.12 **RFID** – a chip provided or authorized by the Provider, enabling contactless (radio) identification and authorization of the Customer and enabling the Customer to use the Charging Services
- II.13 **Roaming CP** – a publicly accessible charging point, owned and operated by a third party other than the Provider, while the Provider, based on a contractual relationship with such a third party, enables the Customer to use the Charging Service also on such Roaming CP
- II.14 **Charging Service** – has the meaning given in Article 1, (1:1) of the Contract
- II.15 **Contract** – the Charging Service Contract concluded between the Contracting Parties to which these CTCs are attached
- II.16 **Contracting Party/Parties** – Provider or Customer, in the plural the Provider and Customer together
- II.17 **Participant/Participants** – same as the Contracting Party/Parties
- II.18 **Own CP** – a publicly accessible charging point owned and operated by the Provider, at which the Provider allows the Customer to use the Charging Service
- II.19 **Website** – website of the Provider available at www.Futurego.cz
- II.20 **Customer Line** – phone line of the Provider intended for Customers, phone number provided on the Website.
- II.21 **Customer** – a legal entity or natural person who uses the Charging Service and has concluded a Contract with the Provider

III. CERTAIN TERMS OF PROVIDING THE CHARGING SERVICE

- III.1 The Provider agrees to provide reasonable customer support so that the Customer is able to use charging of Electric Vehicles at the CPs.
- III.2 The Provider undertakes to grant the Customer access to the Application, to the Portal and to the Website, through which the Customer shall be informed in particular of:
 - III.2.1 the current status and location of the CPs;
 - III.2.2 the manner of operation of the CP, including the CP operating manual and safety instructions,
 - III.2.3 new CPs put into operation;
 - III.2.4 developments in electromobility.
- III.3 The Customer undertakes, in particular:
 - III.3.1 to become acquainted with the CP operating manual and safety instructions available on the Website and follow them;
 - III.3.2 immediately inform the Provider via the Application or the phone number provided on the CP about a malfunction or damage to the CP that he/she has discovered. Other contacts listed in Art. XI of the CTCs can also be used to report.
- III.4 The Customer agrees that any and all charging data may be published by the Provider in anonymized form, or used for promotional purposes.
- III.5 The Customer acknowledges and agrees that the occupancy of a CP or of a reserved parking space is permitted only for the purpose of charging an Electric Vehicle and for the time necessary. The moment from which the Provider already charges for the occupancy of a CP or of a reserved parking space is indicated in the Price List, including the amount of the fee. The customer acknowledges that the Provider is not obliged to ensure a reserved parking space at CP. A third party – the operating organization of the parking lot where the CP is located, may charge for parking at the CP.
- III.6 The Provider reserves the right to limit the possibility of charging at individual CPs or in the entire Infrastructure Network, for commercial or technical reasons, or to prevent an emergency or in an emergency (within the meaning of Act No. 458/2000 Coll., Energy Act) and further due to changes in legal regulations, technical standards and for reasons of force majeure.

IV. CUSTOMER IDENTIFICATION AND AUTHORIZATION

- IV.1 The Provider shall provide the Customer, at the Customer's request, with a RFID Chip authorizing the Customer to access the Infrastructure Network and to use the Charging Service. Unless agreed otherwise between the Customer and the Provider, the Customer agrees that the RFID Chip may be sent to the address specified upon registration or another address provided by the Customer.
- IV.2 In the event that at the Customer's request, the Provider authorizes an RFID that is owned by the Customer or a third party, the Customer is entitled to use this RFID Chip to access the Infrastructure Network and use the Charging Service.
- IV.3 The RFID Chip is intended for identification and authentication of the Customer within the Infrastructure Network to charge the Electric Vehicle at the CP.
- IV.4 The RFID Chip provided by the Provider according to clause 4.1. is the property of the Provider. The Customer is obliged to return such RFID to the Provider within 30 calendar days from the expiry of the Contract. If the Customer does not return the RFID Chip or in the event that the RFID is lost or damaged, the Customer requests a new RFID to be issued, the Customer is obliged to pay the Provider the associated fee specified in the Price List.
- IV.5 The RFID Chip, Application or Portal is used to identify and authorize the Customer within the Infrastructure Network.
- IV.6 The Customer shall be obliged to prevent any misuse of the RFID Chip and protect it against theft. In the same way, the Customer is obliged to protect its access data to the Application/Portal and secure them against misuse or theft. The Customer shall be liable for all operations carried out via RFID Chip/Application/Portal, damage, debts, payables, receivables resulting from or in connection with the use of the RFID Chip/Application/Portal, including damage resulting from possible misuse, and undertakes to reimburse the Provider for all such damage, debts, payables and receivables.
- IV.7 The Customer shall be obliged to use the RFID Chip/Application/Portal solely for its own need and may not provide it or make it available to third parties, unless otherwise agreed by the Contracting Parties.
- IV.8 Any misuse of the RFID Chip/Application/Portal shall constitute a material breach of the Contract.
- IV.9 In case of any loss, theft or damage to the RFID Chip, the Customer shall be obliged to inform the Provider thereof and request deactivation of the RFID Chip through the Customer line, through e-mail or through notifications in the Application/Portal. Similarly, the Customer is obliged to proceed if the Application or Portal is misused or threatened (e.g., when login data is stolen).

V. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- V.1 When using the CP, the Customer is obliged to follow the instructions for use and the safety instructions placed on the CP (and available on the Website), according to the conditions set out in the Contract, in the CTCs, or according to the information provided on the Website. The Customer in particular agrees to use the CPs solely to charge Electric Vehicles approved by the respective official procedure for the territory of the Czech Republic where the charging takes place, as well as obliges to use the respective cables and connectors, if required for charging, officially approved and/or recommended in the CP manual. The Customer further agrees neither to perform arbitrary modifications to the CP nor to charge any electric vehicle to which such arbitrary modifications were made.
- V.2 The Customer acknowledges and agrees that all charging cables and connectors used by the Customer (other than cables and connectors permanently fixed to the CPs) are considered to constitute accessories of the Customer's Electric Vehicles and the Provider shall bear no responsibility for their loss or misappropriation.
- V.3 The Participants agree to adopt internal technical and organisational measures to protect non-public information, above all confidential information and personal data.
- V.4 The Participants further undertake to provide each other, in a timely manner, with all information that would or could affect the performance of the Contract.

VI. CONCLUSION OF THE CONTRACT REMOTELY

- VI.1 The Charging Service Contract is concluded remotely through the Application or the Portal, unless otherwise agreed by the Contracting Parties.
- VI.2 The Provider informs the Customer as follows:
- VI.2.1 the costs of means of remote communication do not differ from the basic rate (in case of Internet connection, according to the terms and conditions of the operator of the Participants);
- VI.2.2 the Contract is concluded in the Czech;
- VI.2.3 no advance payment or similar payment is required upon conclusion of the Contract;
- VI.2.4 before concluding the Contract, the Customer is obliged to register in the Application or in the Portal by filling out and submitting an online form. Before completing the registration (sending the form), the Customer is obliged to familiarize himself with the text of the Contract and the CTCs, which are available on the Website. The Customer is obliged to confirm this notification before completing the registration. The Provider shall confirm the registration to the Customer at the Customer's contact e-mail provided during registration. The Contract is concluded on the day the Customer confirms the registration via a link in the email sent by the Provider to the Customer;
- VI.2.5 the text of the Contract is available on the Website. If there are several documents marked as a contract on the Website (different versions of the contract), the Contract is concluded in the version that was valid on the date of registration by the Customer.

VII. TERMINATION OF THE CONTRACT

- VII.1 Either Party shall be entitled to terminate the Contract at any time in writing, even without giving a reason, and the Contract shall terminate upon expiry of a one-month notice period. The notice period shall commence on the first day of the month following delivery of the written notice to the other Participant.
- VII.2 The Participant shall be entitled to terminate the Contract without a notice period if a petition for entry of the other Participant into liquidation is lodged or if bankruptcy has been established in insolvency proceedings made against the other Participant pursuant to Act No. 182/2006 Coll. on bankruptcy and settlement, as amended (Insolvency Act).
- VII.3 If the Customer is in delay with payment of its due payables to the Provider and the period of delay with payment of the Customer's payable to the Provider exceeds 30 days of demonstrable delivery of the Provider's request to the Customer's contact person, the Provider shall be entitled to terminate the Contract without a notice period. The Provider shall also be entitled to terminate the Contract without a notice period also if:
- VII.3.1 the RFID Chip/Application/Portal are misused or used in violation of the Contract or the CTCs;
- VII.3.2 the Customer breaches its obligation as a result of which the Provider incurs or is threatened by damage.
- VII.4 Termination according to clauses 7.2 and 7.3 is effective on the day of delivery.
- VII.5 The Customer shall be entitled to withdraw from the Contract in case of material breach of obligations stemming from the Contract by the Provider; unjustified failure to provide or ensure the Charging Service is considered material breach of the Provider's obligations.
- VII.6 The Customer may also withdraw from the Contract in the cases specified in the provisions of Article XII (12.1) and (12.3) of the CTCs as an expression of disagreement with the changes to the CTCs or with the new CTCs or with the changes to the Price List.
- VII.7 The withdrawal pursuant to 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 as stipulated in such notice.

- VII.8 The Contract may also be terminated by mutual agreement between the Parties.
- VII.9 In accordance with Section 1897 of the Civil Code, the Customer agrees in advance with an assignment hereof and acknowledges that such assignment shall be effective with regard to the Customer from the time when the Provider notifies the Customer of such assignment of the Contract or when a third party (assignee) demonstrates assignment of the Contract.
- VII.10 The Customer expressly declares within the meaning of Section 1899 (1) of the Civil Code that it waives the right to declare against the Provider a refusal to release the Provider from its obligations to the extent of the assignment.

VIII. ACCOUNTING AND MANNER OF PAYMENT

- VIII.1 The Provider has the right to charge the Customer the price for providing the Charging Service immediately after the Customer used the Charging Service (especially after charging the Electric Vehicle). The price for providing the Charging Service is listed in the Price List. When charging an Electric Vehicle, the amount of electricity recorded by the relevant CP is decisive.
- VIII.2 The Provider invoices the price for the Charging Service with a tax document (invoice or simplified tax document), which it makes available to the Customer in the Application or in the Portal immediately after it is issued.
- VIII.3 The tax document becomes due when it is issued.
- VIII.4 The Customer expressly agrees that payment for the provision of the Charging Service is made without cash (through a payment service provider), in the form of repeated payments (i.e., by debiting the amount from the Customer's payment card). For payment, the Provider uses the Customer's payment card which the Customer enters into the Application or Portal. The Provider may (but may not) enable the Customer to pay by a different payment method. Information on individual transactions, payments and all changes related to recurring payments are available to the Customer in the Application or Portal.
- VIII.5 The Customer agrees that the payment (debit from his payment card) for the provision of the Charging Service shall be made immediately after the use of this service (e.g., after the completion of charging of the Electric Vehicle).
- VIII.6 The Customer consents to the processing of payment data by the payment service provider (payment gateway operator) who handles the Customer's payment card data in accordance with the PCI-DSS Level 1 international security standard. The Provider does not have access to the Customer's payment card data.
- VIII.7 In case of termination of recurring payments on the payment card of the Customer and/or upon expiry of the entered payment card and failure to enter a new payment card or failure to register any payment card, the Customer acknowledges and agrees that the provision of the Charging Service shall be suspended.
- VIII.8 The moment that the recurring payment is deducted from the payment card, the Customer shall be obliged to dispose of adequate funds on the payment card.
- VIII.9 Other possible payments under the Contract (e.g., damages, interest on late payment, other costs, compensation) shall be charged 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 shall make available to the Customer in the Application or Portal without delay after its issue. The tax document becomes due when it is issued. The payment shall be made immediately after issuing the tax document by deducting the amount from the Customer's payment card. The Provider may (but may not) enable the Customer to pay by a different payment method.
- VIII.10 If it is not possible to make a repeated payment (by debiting the Customer's payment card) for reasons beyond the Provider's control (in particular due to an invalid card, insufficient amount of funds, etc.) no later than 24 hours after the first attempt to make a repeated payment, the Customer acknowledges and agrees that the provision of the Charging Service shall be suspended until the full amount owed is paid, including any other payments under the Contract or the CTCs.
- VIII.11 All payments shall be made in Czech crowns, unless otherwise agreed in the Contract. The respective costs associated with payment of the obligations under the Contract shall be borne individually by each Participant.
- VIII.12 The Contracting Parties have agreed that the Customer shall not be entitled to unilaterally set off any of its receivables from the Provider against any of the Provider's receivables from the Customer. Should such provision be at variance with any provision of other contracts concluded between the Provider and the Customer, such provision shall prevail over the provisions of other contracts.
- VIII.13 The Provider's tax documents issued via bulk data processing do not have to contain the Provider's stamp or signature.
- VIII.14 In terms of Act No. 235/2004 Coll., on Value Added Tax, the Charging Service is considered a supply of electricity.

IX. DEFAULT INTEREST

- IX.1 In case of delay in payment of any due receivable (pecuniary debt) hereunder, the defaulting Party (debtor) shall be obliged to pay a contractual default interest to the other Party (creditor) in the amount of 0.05% of the outstanding amount for each day of delay.
- IX.2 If the debtor is a consumer, he is obliged to pay the statutory interest for late payment in the amount determined by the relevant legal regulation.

X. DELIVERY OF DOCUMENTS

- X.1 All communications between the Contracting Parties on matters relating to the Contract must be made in writing. Any information (documents) exchanged between the Participants must be sent in at least one of the following methods of delivery:
- personal delivery and/or delivery by courier; the information shall be deemed delivered on the date of delivery to the contact person of the respective Contracting Party;
 - by registered mail; the information shall be deemed delivered on the date of delivery, where delivery means the time when the letter gets into the sphere of the recipient, even if acceptance of the letter is rejected by the recipient. Unless the information is delivered earlier, it shall be deemed delivered upon expiry of the deadline for collection of a registered consignment stipulated by the postal licence holder. The information shall also be deemed delivered on the day on which the acceptance of the consignment was rejected by the recipient;
 - by letter; the information shall be deemed delivered on the date of delivery, where delivery means the time when the letter gets into the sphere of the recipient;
 - electronically (by e-mail). The Customer undertakes to confirm acceptance of each e-mail sent by the Provider electronically without delay;
 - via text message sent to the Customer's mobile phone number;
 - delivery to the data box;
 - via the Application or Portal.
- X.2 The contact details of the Provider for the delivery of documents by the Customer are given in the CTCs. The Customer's contact details for the delivery of documents by the Provider are the last contact details of the Customer known to the Provider (e.g., address, e-mail, mobile phone number) which the Customer entered during registration or later in the Application or Portal. The contact address of the Provider and the last address of the Customer known to the Provider are, according to the agreement of the Contracting Parties, addresses for delivery within the meaning of the relevant legal regulations.
- X.3 The Customer agrees to the Provider sending him messages, information, confirmation of message delivery, calls, reminders and other communications regarding the Contract and its fulfilment in any of the ways mentioned above for the delivery of documents (especially via SMS messages or electronic means - e.g., by e-mail). Similarly, the consent also applies to the sending of commercial communications in electronic and paper form regarding the Charging Service and related services. The Customer can also use the Customer Line for communication during the performance of the Contract.

- X.4 Telephone calls to the Customer Line may be recorded of which the Customer shall be advised at the beginning of the call. The telephone charge, as well as the costs of use of other means of remote communication, shall be charged according to the tariff of the Provider of the respective means of communication used by the Customer.
- X.5 The Provider is entitled to request verification of its identity when communicating with the Customer. The Provider is also entitled not to carry out any action requested by the Customer until the Customer's identity has been verified. In case of failure to prove the Customer's identity or if the Provider has doubts about the Customer's identity, the Provider is entitled not to implement the Customer's request.

XI. CONTACT DETAILS OF THE PROVIDER

Contact details of the Provider:

Address: 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)

XII. CHANGE OF THE CTCs AND PRICE LIST

- XII.6 The Parties acknowledge that due to the nature of the Charging Service and the long-term nature of the contractual relationship, it may be necessary to amend the rights and obligations of the Parties provided for herein. The Provider is therefore entitled to change the CTCs unilaterally, by drawing up a new version of the CTCs, which shall fully replace the original version and shall be effective and binding for both Contracting Parties from the effective date of the change. Such new CTCs shall be published by the Provider at least 30 days prior to the effective date of the (new) CTCs change, in a way that enables remote access (on the Website). The Customer shall be obliged to become acquainted with the amended (new) CTCs. The customer is entitled to withdraw from the Contract without giving a reason no later than 3 working days before the new CTCs take effect. For the avoidance of doubt, it is necessary that the Customer's withdrawal be delivered to the Provider within this period. Withdrawal from the Contract represents an exclusive instrument agreed by the Parties to the Contract for expressing disagreement with changes in the terms and conditions of the CTCs. The withdrawal shall be effective as of the last day before the new CTCs come into effect, unless the Customer stipulates a later effective date of withdrawal.
- XII.7 The Contracting Parties have agreed that if the change to the CTCs shall be exclusively for the benefit of the Customer, i.e., if it shall provide the Customer with new rights (e.g., making a new service available), the Provider is entitled to publish the new version in a shorter time before the effective date of such CTCs than stipulated in clause 12.1 of the CTCs, but no later than on the date of entry into force of such new CTCs. In the event of such a change to the CTCs, the Customer is not entitled to withdraw from the Contract.
- XII.8 The Provider shall be entitled to unilaterally change the price(s) for the Charging Service stipulated by the Price List. The Price List is changed so that the Provider prepares a new wording of the Price List which shall completely replace the original text and be effective and binding for both Parties from the entry into force of the change. The Provider shall publish the new Price List, at least 15 days before the effective date of the change in the Price List, in a manner that allows for remote access (at its Website). The Customer shall be obliged to become acquainted with the amended (new) Price List. The Customer is entitled to withdraw from the Contract without giving a reason no later than 3 working days before the new Price List takes effect. For the avoidance of doubt, it is necessary that the Customer's withdrawal be delivered to the Provider within this period. Written withdrawal represents an exclusive instrument agreed by the Contracting Parties for expressing disagreement with the changes in the Price List. The withdrawal shall be effective as of the last day before the new Price List comes into effect, unless the Customer stipulates a later effective date of withdrawal.

XIII. FINAL PROVISIONS

- XIII.9 The Provider processes the Customer's identification and contact details and some other data which the Customer provided in connection with the conclusion of the Contract in conformity with the relevant Czech and European legal regulations and in order to fulfil the obligations under the Contract, obligations imposed by the legal regulations and to protect its legitimate interests. These data are used for the purposes of concluding, performing, terminating and exercising the rights under the Contract. The Customer shall be entitled, at any time, to object to the processing of personal data based on the Provider's legitimate interests. Information on personal data processing, including the rights of the Customer, is available in the document Information on the Processing of Personal Data, which is available at www.cez.cz/cs/o-cez/cez/ochrana-osobnich-udaju/informace-o-zpracovani-osobnich-udaju.
- XIII.10 The obligation to protect confidential information and personal data shall not prevent making the Contract and personal data, including confidential information on the progress of performance under the Contract, accessible to persons within the ČEZ Group. ČEZ Group shall mean ČEZ, a. s. and companies controlled (directly or indirectly) or managed by ČEZ. The controlled entity shall mean a controlled entity within the meaning of Section 74 et seq. of Act No. 90/2012 Coll., on Commercial Companies and Co-operatives, as amended; a person within the Provider's business group shall be entitled to process and use these data within the scope of the Provider's authorisation.
- XIII.11 The Provider is committed to promoting ethical principles in business about which the Customer can find more detailed information at www.cez.cz/cs/o-cez/udrzitelnost-a-etika/eticke-principy-a-protikorupcni-system. The Provider's Code of Conduct is also available (to view or download) at the same place.
- XIII.12 Mutual contractual relations not regulated by the Contract or the CTCs 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 Purchase of Goods. All legal disputes arising from the Contract or in connection with it shall be resolved before the competent Czech court.
- XIII.13 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID. No.: 000 20 869, website: adr.coi.cz/cs, shall be the competent authority for out-of-court resolution of consumer disputes. It is possible to use the Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr> for resolution of disputes between a provider and a customer under a service contract.
- XIII.14 If the Customer is represented in the conclusion, amendment or termination of the Contract on the basis of power of attorney, the Provider may require submission of written power of attorney, as well as official verification of the Customer's signature.
- XIII.15 The CTCs shall come into effect from 1 January 2023.