



ELECTROMOBILITY SERVICE TERMS AND CONDITIONS

[hereinafter the "ESTCs"]

I. RECITALS

- 1.1. These ESTCs regulate contractual relations for the provision of the Electromobility Service by ČEZ, a.s., with its registered office at Duhová 2/1444, 140 53 Prague 4, ID No. 45 27 46 49, VAT number: CZ45274649, registered in the Commercial Register kept by the Municipal Court in Prague in Section B, File No. 1581 [hereinafter the "Provider"], and use of the Electromobility Service by legal entities or natural persons [hereinafter the "Customer"]. The Provider and the Customer are hereinafter jointly referred to as the "Participants" or "Contracting Participants" or "Contracting Parties" and individually as a "Participant" or "Contracting Party".
- 1.2. The ESTCs regulate in more detail other mutual rights and obligations of the Participants and are available at the Provider's website [www.futurego.cz].
- 1.3. The ESTCs define a part of the contents of the Contract concluded between the Provider and the Customer for the purpose of providing the Electromobility Service. In case of any conflict, the provisions of the Contract shall prevail over the provisions of the ESTCs.

II. SOME CONDITIONS FOR THE PROVISION OF THE ELECTROMOBILITY SERVICE, CONDITIONS FOR USE OF RFID CHIPS

- 2.1. The Provider undertakes to provide reasonable customer support so that the Customer is able to recharge at charging points (hereinafter the "CP").
- 2.2. The Provider undertakes to grant the Customer access to the application, to the Customer Portal and to the website [www.futurego.cz], through which the Customer shall be informed in particular of:
 221. the current status and location of the charging points,
 222. the manner of operation of the CP, including the CP operating manual and safety instructions,
 223. new CPs put into operation,
 224. developments in electromobility.
- 2.3. The Customer undertakes, in particular:
 231. to become acquainted with the CS operating manual and safety instructions available at [www.futurego.cz] ,
 232. to inform the Provider without delay, through its contact point specified in the Contract, of any CP failure or damage.
- 2.4. The Customer agrees that any and all charging data may be published or used, for promotional purposes provided their anonymity is maintained.
- 2.5. The Customer acknowledges and agrees that the occupancy of a CS or of a reserved parking space is permitted only for the purpose of charging an electric vehicle and for the time necessary. Longer occupancy of a CP or of a reserved parking space is charged according to the conditions specified in the Price List.
- 2.6. The Provider reserves the right to limit for business or technical reasons, or in preventing a state of emergency or in a state of emergency (in the meaning of Act No. 458/2000 Coll., Energy Act) the possibility of charging at individual CPs or in the entire Infrastructure Network in accordance with the applicable legislation.
- 2.7. The Customer's identification and authorisation within the Infrastructure Network for charging an electric vehicle at a CP is made using a RFID chip (hereinafter the "RFID Chip") authorised by the Provider or using the mobile application **FUTUR/E/GO** (hereinafter the "Application").
- 2.8. An RFID Chip issued at the Customer's request shall be sent to the Customer to the address specified upon registration.
- 2.9. If the Customer fails to return the RFID Chip within 30 calendar days of expiry of the Contract or if a new RFID Chip is issued due to loss or damage to the RFID Chip, the Provider shall be entitled to request payment from the Customer of the fee specified in the Price List.
- 2.10. The Customer shall be obliged to prevent any misuse of the RFID Chip and protect it against theft. The Customer shall be liable for all damage, debts, payables, receivables resulting from or in connection with the use of the RFID Chip authorised by the Provider, including damage resulting from possible misuse, and undertakes to reimburse the Provider for all such damage, debts, payables and receivables.
- 2.11. The Customer shall be obliged to use the RFID Chip solely for its own need and may not provide it to third parties, unless otherwise agreed by the Contracting Parties.
- 2.12. Any misuse of the RFID Chip shall constitute a material breach of the Contract.
- 2.13. In the event of loss, theft or damage to the RFID, the Customer is obliged to notify the Provider of this fact and request the invalidation of the RFID via Customer Support, via email or with the help of an in-app notification.

III. CONCLUSION OF THE CONTRACT REMOTELY

- 3.1. The Electromobility Service Contract is concluded remotely through the Application or the Customer Portal, unless otherwise agreed by the Contracting Parties.
- 3.2. The Provider informs the Customer as follows:
 - 3.2.1 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 parties involved);
 - 3.2.2 the Electromobility Service Contract may be concluded in the Czech language;
 - 3.2.3 no advance payment or similar payment is required upon conclusion of the Contract;
 - 3.2.4 the Contract may be concluded for an indefinite term.
- 3.3. The Customer shall be entitled to withdraw from the remotely concluded Contract, without giving a reason, within fourteen days. The above deadline shall commence from the date of conclusion of the Contract.
- 3.4. If the Customer withdraws from the remotely concluded Contract, without giving a reason, while the Provider already commenced the performance at the Customer's express request prior to expiry of the deadline for withdrawal from the Contract, the Customer shall

reimburse the Provider for a proportionate part of the agreed price for the performance provided up until withdrawal from the Contract.

- 3.5. In order to exercise the right to withdraw from the Contract, the Customer must demonstrably inform the Provider of its withdrawal from the Contract by way of a unilateral legal act in one of the forms specified in Article VII of the ESTCs.

IV. TERM OF THE CONTRACT

- 4.2. 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.
- 4.3. 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. (the Insolvency Act). 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 if:
- the RFID Chip is misused or used at variance with the Contract and/or the ESTCs
 - the Customer breaches its obligation as a result of which the Provider incurs damage.
- The termination shall become effective on the date of delivery.
- 4.4. The Customer shall be entitled to withdraw from the Contract in case of material breach of obligations following from the Contract by the Provider; the following shall constitute material breach of the Provider's obligations:
- failure to provide or arrange for the Electromobility Services without justification.
- 4.5. The Customer may also withdraw from the Contract in the cases specified in the provisions of Article VIII (8.2. and 8.3) of the ESTCs as an expression of disagreement with the changes to the ESTCs or with the new ESTCs or with the changes to the Price List.
- 4.6. The withdrawal shall be effective on the date of delivery of the Customer's written notice of withdrawal to the Provider or on later date as stipulated in such notice.
- 4.7. The Contract may also be terminated by mutual agreement between the parties.
- 4.8. 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.
- 4.9. The Customer expressly declares within the meaning of Section 1898 (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.

V. ACCOUNTING AND MANNER OF PAYMENT

- 5.1. The Provider shall have the right to invoice the prices according to the Price List, always at the end of each invoicing period in which the services was provided.
- 5.2. The Provider shall submit the invoice(s) or a simplified tax document to the Customer (or enable them to be viewed in the Application and/or at the Portal in the customer account) without delay after the issue, usually on the 1st calendar day of the month following the end of the relevant invoicing period.
- 5.3. Invoices for the services provided shall be paid in the form of recurring payments, based on the Customer's consent, from the Customer's payment card (i.e. by deducting them from the payment card) which the Customer has entered in the Application or at the customer portal.
- 5.4. The Customer consents to the processing of payment data by the payment gateway, which handles the Customer's payment card data according to the international security standard PCI-DSS Level 1. The Provider of the Electromobility Service has no access to such card details.
- 5.5. The payment of an invoice by way of recurring payments (deductions from the payment card) shall usually take place on the 8th calendar day of the month following the end of the relevant invoicing period.
- 5.6. In case of termination of recurring payments from the payment card by 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 Electromobility Service shall be suspended.
- 5.7. On the date on which the recurring payment is deducted from the payment card, the Customer shall be obliged to dispose of adequate funds on the payment card.
- 5.8. If it is impossible to make a recurring payment (by deducting it from the payment card) for reasons on the part of the Customer (in particular due to invalid card, inadequate funds, etc.) no later than by the 15th calendar day of the month following the end of the relevant invoicing period, the Customer acknowledges and agrees that the provision of the Electromobility Service shall be suspended until the outstanding amount is paid in full, including other payments, if any, according to the Contract and/or the ESTCs. The Provider may also proceed according to Article IV (4.2.) of the ESTCs.
- 5.9. The information on the amount and form of recurring transactions, on the date and periodicity of deductions of the recurring payments and on all changes related to the recurring payments shall be sent to the Customer by e-mail or through notifications in the Application.
- 5.10. The Customer shall not be in delay with payment of the invoice if, on the date of deducting the invoiced amount, the Customer's payment card is deducted with the whole amount.
- 5.11. Other possible payments under the Contract (e.g. damage, default interest, other costs, compensations) shall be payable upon request for payment; upon the Customer's request, the Provider shall be obliged to issue proof of payment with respect to other payments after these have been made. Such individual invoice(s) shall be payable on the twenty-first day of the date of issue of the invoice or on the due date specified therein, if it is a later date, unless otherwise agreed.
- 5.12. All payments shall be made in Czech crowns (hereinafter "CZK"), unless otherwise agreed in the Contract. The respective costs associated with payment of the obligations under the Contract shall be borne individually by each Party.
- 5.13. 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.
- 5.14. Tax receipts on accounts issued by way of mass data processing do not have to contain the stamp or signature of the Contracting Participants.
- 5.15. In terms of Act No. 235/2004 Coll., on Value Added Tax, the Electromobility Service is considered a supply of electricity.

VI. DEFAULT INTEREST

- 6.1. In case of delay in payment of any due receivable (pecuniary debt) hereunder, according to the Contract the defaulting Participant (debtor) shall be obliged to pay contractual default interest to the other Contracting Participant (creditor) in the amount of 0.05% of the outstanding amount for each day of delay, unless the debtor is also a consumer and therefore is obliged to pay statutory interest on arrears at the rate specified by the applicable law.

VII. DELIVERY OF DOCUMENTS

- 7.1. Any information exchanged between the Participants must be sent in at least one of the following methods of delivery:
- a) delivery to the mailing address of the Participant specified in the Contract or the ESTCs; the Participants stipulate such address as the mailing address within the meaning of the applicable legal regulation;
 - b) 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
 - c) 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;
 - d) by 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;
 - e) electronically (by e-mail). The Customer undertakes to confirm acceptance of each e-mail sent by the Provider electronically without delay;
 - f) via text message sent to the Customer's contact person's mobile phone number;
 - g) delivery to the data box;
 - h) via the Application.
- 7.2. The Parties have agreed that the Provider may send messages, information, acknowledgements of message delivery, requests, reminders and other communications regarding the Contract and the performance thereof by electronic means (in particular by e-mail) to the Customer's contact specified upon registration. Accordingly, the consent shall also apply to sending commercial communications, in both electronic and written form, regarding the Electromobility Service and related services; for communication in performing the Contract, the Customer may use the contacts specified in the Contract and/or in the Application.
- 7.3. Telephone calls 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.
- 7.4. When communicating with the Customer, the Provider shall be entitled to require verification of the Customer's identification details. The Provider shall also be entitled not to perform any act required by the Customer until justification of execution of the Customer's instruction is verified. In case of inadequate demonstration thereof or doubts regarding correct identification of the Customer, the Provider shall be entitled not to perform the Customer's requirement.

VIII. FINAL PROVISIONS

- 8.1. If any obligation (duty) under the ESTCs is or becomes invalid or legally unenforceable, this shall in no way affect the validity and enforceability of other obligations (duties) under the Contract or the ESTCs.
- 8.2. The Parties acknowledge that due to the nature of the Electromobility Service, it may be necessary to amend the rights and obligations of the Parties provided for herein. The Provider is therefore entitled to change the ESTCs unilaterally, by drafting a new version of the ESTCs, which shall completely replace the original text and be effective and binding on both parties from the entry into force of the amendment. The Provider shall publish such new ESTCs, at least 60 days before the effective date of the amendment to the ESTCs (of the new ESTCs), in a manner allowing for remote access (at its website www.futurego.cz). The Customer shall be obliged to become acquainted with the amended (new) ESTCs. The Customer shall be entitled to withdraw from the Contract, without giving a reason, within 3 months of the amendment to the ESTCs. 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 ESTCs. The withdrawal shall be effective as of the last day of the calendar month in which the notice of withdrawal was delivered to the Provider, unless the Customer stipulates a later effective date of withdrawal. If, however, the Customer stipulates a later effective date of withdrawal, the ESTCs in the wording of amendments as a result of which the Customer withdrew from the Contract shall apply to the Customer from the first day of the calendar month following the date of withdrawal (but no sooner than from the effective date of the amendment to the ESTCs). Withdrawal which took place within 3 months of the effective date of amendment to the ESTCs and less than 10 days before the end of the relevant month shall be effective as of the last day of the calendar month following the date of delivery of the notice of withdrawal to the Provider.
- 8.3. The Provider shall be entitled to unilaterally change the price(s) for the Electromobility Service stipulated by the Price List. The Provider shall publish the new Price List, at least 30 days before the effective date of the change in the Price List, in a manner allowing for remote access (at its website www.futurego.cz). The Customer shall be obliged to become acquainted with the changes in the Price List. The Customer shall be entitled to withdraw from the Contract, without giving a reason, within 3 months of the change in the Price List. This, however, shall not apply if the Provider notifies the Customer of the change no later than 30 days before the effective date of the change and, simultaneously, advises the Customer of its right to withdraw from the Contract. In such case, the Customer shall be entitled to withdraw from the Contract, without giving a reason, no later than within 10 days before the effective date of the change. Written withdrawal represents an exclusive instrument agreed by the Contracting Participants for expressing disagreement with the changes in the Price List. The withdrawal shall be effective as of the last day of the calendar month in which the notice of withdrawal was delivered to the Provider, unless the Customer stipulates a later effective date of withdrawal. If, however, the Customer stipulates a later effective date of withdrawal, the Price List in the wording of changes as a result of which the Customer withdrew from the Contract shall apply to the Customer from the first day of the calendar month following the date of withdrawal (but no sooner than from the effective date of the change in the Price List). Withdrawal which took place within 3 months of the effective date of the change in the Price List and less than 10 days before the end of the relevant month shall be effective as of the last day of the calendar month following the date of delivery of the notice of withdrawal to the Provider.
- 8.4. The Participants agree to adopt internal technical and organisational measures to protect non-public information, above all confidential information, personal data and information from data registers.
- 8.5. 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 legislation and in order to fulfil the obligations under the Contract, obligations imposed by the legislation 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 on the Provider's website www.cez.cz in the document Information on the personal data processing [<https://www.cez.cz/cs/o-cez/cez/ochrana-osobnich-udaju/informace-o-zpracovani-osobnich-udaju>].

- 8.6. 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 Provider's business group. Persons within the Provider's business group shall mean ČEZ, a.s. and entities controlled by ČEZ, a.s. 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.
- 8.7. The Participants undertake to provide each other with timely and certain information on changes in the details specified in the Contract which in no way affect its changes such as changes in the identification details, personal data, mailing address of the Participant. The obliged Participant shall be liable for any omission or failure to provide such information. 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.
- 8.8. The Customer shall be obliged to prevent possible loss of or unauthorised access by a third party to its identification data under the Contract and to take effective measures against their misuse.
- 8.9. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID. No.: 000 20 869, website: <https://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.
- 8.10. Unless otherwise stipulated in the Contract, the contractual relationship between the Provider and the Customer is concluded for an indefinite term.
- 8.11. If the Customer as the principal 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 principal's signature.
- 8.12. The ESTCs are effective from 1 March , 2022.



ELECTROMOBILITY SERVICE PRICE LIST

REGISTERED CUSTOMER

I. PRICE CALCULATION

- I.1 Invoices will be issued monthly, the invoicing period coinciding with the calendar month; the first invoicing period will begin on the day the Customer registers on the customer portal or in the application and end on the last day of a given calendar month. Each subsequent invoicing period will be similar. The Provider reserves the right to extraordinary invoicing.
- I.2 The price for the provision of the Electromobility Service will be invoiced monthly in arrears, i.e. as of the last day of the invoicing period, even if it is exceptionally shortened, or as of the last day of the term of the Agreement, whichever occurs first.
- I.3 VAT will be charged according to the applicable regulations. Prices including VAT are therefore for information only.
- I.4 The Provider reserves the right to propose a discount on the prices specified in the Electromobility Service Price List in the form of written notice sent to the Customer's contact e-mail or address. The specific conditions of the discount, in particular the amount and term thereof, will in each case be determined in the aforementioned notice; if the Customer accepts the proposal, it will constitute an agreement that prevails over the general regulation of the conditions in the Electromobility Service Price List and that modifies the given contractual relationship accordingly.

II. CURRENT CHARGING PRICE LIST

II.1

Tariff	Unit	AC		DC		HPC	
		Price net of VAT	Price with 21% VAT*	Price net of VAT	Price with 21% VAT*	Price net of VAT	Price with 21% VAT*
Registered customer	CZK/kWh	6.61	8.0	10.74	13.00	14.88	18.0

*see point I.3

- II.2 In this price list, the term "AC" means charging from a type 2 connector/socket (Mennekes).
- II.3 In this price list, the term "DC" means charging from the DC charging connector on the charging station with the specified maximum power of up to 100 kW.
- II.4 In this price list, the term "HPC" means charging from the DC charging connector on the charging station with the specified maximum power above 100 kW.

III. PRICE OF ADDITIONAL OPERATIONS

III.1

Operation	Price in CZK	
	Price net of VAT	Price with 21% VAT*
Occupancy of a charging station – HPC connector connection (46 th and each additional minute of charging or 1 st and each additional minute after charging complete, whichever occurs first)	1.65/minute	2/minute
Occupancy of a charging station – DC connector connection (91 st and each additional minute of charging or 1 st and each additional minute after charging complete, whichever occurs first)	1.65/minute	2/minute
Occupancy of a charging station – AC connector connection (481 st and each additional minute of charging or 1 st and each additional minute after charging complete, whichever occurs first)	1.65/minute	2/minute
New RFID Chip issue and activation (does not apply to 1 st RFID Chip provided)	165.29	200
Resending of undelivered RFID	165.29	200
Fee in case of failure to return RFID Chip upon termination of the contractual relationship (pursuant to ESTCs, Art. II (2.8.))	165.29	200
Individual invoicing with maturity and extraordinary invoicing on customer request	165.29	200

*see point I.3

IV. TERM OF THE PRICE LIST

- IV.1 The Price List is effective from 1 July, 2022.