

Conditions of One-time Charging

(hereinafter referred to as the „COCs“)

1. RECITALS

- 1.1 These COCs regulate mutual rights and obligations in the provision of the One-time Charging Service by the Provider and the use of the One-time Charging Service by the User, and are also available on the Provider's website.

2. DEFINITION OF THE TERMS

- 2.1. **Application** – mobile application futurego which allows the User to use the functions associated with using the One-time Charging Service;
- 2.2. **ESTCs Price List** – a document that contains the price for the provision of the One-time Charging Service and which is published on the Website, and for information also in the Application/Portal;
- 2.3. **DS** – Own CP or Partner CP;
- 2.4. **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;
- 2.5. **Civil Code** – Act No. 89/2012 Sb., Civil Code, as subsequently amended;
- 2.6. **COCs** – these Conditions of One-Time Charging;
- 2.7. **Partner DS** – a publicly accessible charging point owned and operated by a third party other than the Provider, at which the Provider allows the User to use the One-time Charging Service and at which it ensures the control system, communication with the User and invoicing of the User;
- 2.8. **Portal** – customer web portal futurego, which allows the User to use the functions associated with using the One-time Charging Service and which is accessible from the Website;
- 2.9. **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;
- 2.10. **One-time Charging Service** – the subject of the service is the Provider's obligation to allow the User, under the conditions specified in these COCs to charge the Electric Vehicle at Own and Partner CPs in the territory of the Czech Republic;
- 2.11. **User** – a natural person or legal entity using the One-time Charging Service;
- 2.12. **Own CP** – a publicly accessible charging point owned and operated by the Provider, at which the Provider allows the User to use the One-time Charging Service;
- 2.13. **Website** – website of the Provider available at www.futurego.cz;
- 2.14. **Customer Line** – phone line of the Provider intended also for the User, phone number provided on the Website.

3. CONDITIONS OF PROVIDING THE ONE-TIME CHARGING SERVICE

- 3.1. The legal relationship between the Provider and the User is governed by:
 - 3.1.1. these COCs
 - 3.1.2. the procedure described in the Application/Portal and on the Website
 - 3.1.3. the Civil Code
 - 3.1.4. if the User is a consumer, Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 3.2. To use the One-time 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 also enter all the mandatory data.
- 3.3. By starting to use the One-time Charging Service, the User acknowledges these COCs.
- 3.4. The One-time Charging Service starts when:
 - a) The User uses the Application/Portal to select a specific CP and the required charging connector, and
 - b) then, in the Application/Portal, enters personal and payment data (payment method) and starts charging, and
 - c) connects the Electric Vehicle to the CP.
- 3.5. The One-Time Charging Service may not be available at all CPs without limitation, especially for commercial or technical reasons, for reasons of changes in legal regulations or technical standards, in the event of an emergency or in an emergency (in the sense of Act No. 458/2000 Coll., Energy Act) and for reasons of force majeure.
- 3.6. The User undertakes, in particular:
 - 3.6.1. when using the CP, to familiarize themselves with and follow the operating instructions and the safety instructions placed on the CP and available on the Website, according to the conditions set out in the COCs, or the information provided on the Website. The User 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 User further agrees neither to perform arbitrary modifications to the CP nor to charge any electric vehicle to which such arbitrary modifications were made;
 - 3.6.2. immediately inform the Provider via the Application/Portal or the phone number provided on the CP about a malfunction or damage to the CP that he/she has discovered.
- 3.7. The User acknowledges and agrees that all charging cables and connectors used by the User (other than cables and connectors permanently fixed to the CPs) are considered to constitute accessories of the User's Electric Vehicle and the Provider shall bear no responsibility for their loss or misappropriation.
- 3.8. The User 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 ESTCs Price List, including the amount of the fee. The User acknowledges that the Provider is not obliged to ensure a reserved parking space at CP. A third party – the operating organization of the car parking where the CP is located, may charge for parking at the CP.

4. BILLING AND PAYMENT TERMS

- 4.1. The Provider issues a simplified tax document for the used One-Time Charging Service, electronically after the Electric Vehicle has been recharged.
- 4.2. The tax document becomes due when it is issued.
- 4.3. The price for providing the One-Time Charging Service is listed in the ESTCs Price List. When charging an Electric Vehicle, the amount of electricity recorded by the relevant CP is decisive.
- 4.4. The User expressly agrees that payment for the provision of the One-Time Charging Service is made cashless (through a payment service provider) in the form of debiting the financial amount from the User's payment card. For payment, the Provider uses the User's payment card which the User enters into the Application or Portal. The Provider may (but may not) enable the User to pay by a different payment method.
- 4.5. The User agrees that the payment (debit from his payment card) for the provision of the One-Time 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 specified by the Provider on the given card.
- 4.6. All payments are made in Czech crowns.
- 4.7. The costs associated with the payment of obligations are borne by the Provider and the User on their own.
- 4.8. The User consents to the processing of payment data by the payment service provider (payment gateway operator) who handles the User's payment card data in accordance with the PCI-DSS Level 1 international security standard.
- 4.9. The Provider of One-Time Charging Service does not store, process or have access to the User's payment card data.
- 4.10. The User is obliged to dispose of adequate funds on his payment card at the time of debiting the payment for the provision of the One-time Charging Service.
- 4.11. The tax document will be sent to the User electronically to the e-mail address specified 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 Sb., on Value Added Tax, as amended.
- 4.13. In terms of Act No. 235/2004 Coll., on Value Added Tax, the One-Time Charging Service is considered a supply of electricity.

5. COMPLAINTS

- 5.1. Complaints of proper performance in the provision of the One-Time Charging Service are governed by the relevant generally binding legal regulations.
- 5.2. In the event of a complaint about the One-Time Charging Service, the User shall deliver a written or electronic complaint to the Provider's address specified in clause VII of these COCs.
- 5.3. The complaint will be settled without undue delay no later than 30 days from receipt of the complaint.

6. PERSONAL DATA HANDLING

- 6.1. The Provider handles personal data in accordance with relevant Czech and European legislation and for the purpose of meeting the obligations arising from the legal relations between the Provider and the User, obligations imposed by law and protection of its legitimate interests. The User 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 User, is available on the website <https://www.cez.cz/cs/o-cez/cez/ochrana-osobnich-udaju/informace-o-zpracovani-osobnich-udaju>.
- 6.2. The User agrees that any and all charging data may be published by the Provider in anonymized form, or used for promotional purposes.

7. CONTACT DETAILS OF THE PROVIDER

Address: Duhová 2/1444, 140 53 Prague
Application: futurego
Contact e-mail: info@futurego.cz
Customer Line (Telephone specified on the respective CP)

8. FINAL PROVISIONS

- 8.1. The Provider is committed to promoting ethical principles in business about which the User can find more detailed information at <https://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.
- 8.2. Costs incurred when using the Application or the Portal (especially the cost of the Internet connection) are borne by the User.
- 8.3. Correspondence related to the provision of the One-Time Charging Service shall be issued in writing, either by sending an e-mail or SMS.
- 8.4. The User's contact details are considered to be the details entered by the User before starting to use the One-Time Charging Service in the Application or on the Portal.
- 8.5. All legal relations established on the basis of these COCs are governed by the law of the Czech Republic.
- 8.6. Mutual rights and obligations not regulated by the COCs 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.
- 8.7. 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.
- 8.8. These COCs are effective from 1 January, 2023