

General Terms of Contract
Valid on 30.11.2021

We hereby inform our Dear Users that during the use of the service provided for a fee through the mobile application developed for the use of electrical charging equipment operated by ELEKTRO Profi Mobility Kft, a service contract (hereinafter: the Contract) is concluded between you as the User and ELEKTRO PROFI Kft as the Service Provider, in relation to which the contents of the Contract, including the terms and conditions for concluding the contract, the use of the electric vehicle charging service, as well as the rights and obligations of you and of ELEKTRO PROFI Mobility Kft, are specified by these General Terms of Contract (hereinafter: the GTC). Therefore, we would like to ask you to kindly read this document carefully before using our vehicle charging service as you accept the contents of these GTC by using the vehicle charging service.

Please read the provisions of these GTC before making each purchase.

We would like to draw your attention that ticking the checkbox before the statement "I have read and understood the General Terms of Contract" in the application related to the vehicle charging service means that you have become familiar with and expressly accepted the provisions and information contained in these GTC before using the service.

If you do not wish to accept the provisions of these GTC, please do not attempt to use the charging equipment by any means.

These GTC shall also qualify as the information provided before concluding the contract as it is stipulated in Government Decree 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the business organisation.

1. For the purposes of these GTC:

Service Provider: ELEKTRO PROFI Mobility Kft.
Company registration number: 01-09-343429,
Registered office: 1148 Budapest, Fogarasi út 2-6.,
Tax number: 26762452-2-42,
Bank account number: 10918001-00000107-30850000
Name of bank: UniCredit Bank Zrt.

User/you: the person using the electrical vehicle charging service and thus concluding a contract with the Service Provider.

Parties: the Service Provider and the User jointly.

Application: the application developed by the Service Provider, available and downloadable for Android and iOS operating systems and named “EP Charger”, which is required for the use of the service.

Contract: the contract concluded between the Parties related to the use of the electric vehicle charging columns operated by the Service Provider for the charging of electric vehicles for a fee.

Service: Charging an electric vehicle with the help of the Application on the charging columns operated by the Service Provider for the purpose of charging electric vehicles.

Absentee contract: a consumer contract, which is concluded by the parties under a distance selling system for the provision of a contracted service without the simultaneous physical presence of the parties, using only a means of communication between the parties for the purpose of concluding the contract.

Consumer: a natural person acting outside the scope of their profession, self-employment or business.

Consumer contract: a contract in which one of the subjects qualifies as a consumer.

Business organisation: an entity acting within the scope of its profession, self-employment or business.

2. Acceptance of the GTC

Before using the service, the User shall get familiar with the provisions of these GTC. In order to use the service, the User accepts the provisions of these GTC by selecting the checkbox related to the acceptance of the GTC and thus the GTC forms part of the contract concluded between the Parties. If the checkbox related to the acceptance of the GTC is not selected, the Contract will not be concluded, in which case the User shall not be entitled to use the Service.

The User may at any time terminate the use of the Service; however, until the termination of the use of the Service, the service shall be deemed to have been performed in full. The User as the consumer acknowledges that they will lose their right of termination after the performance of the service in full.

3. Fee for the Service

The Application contains the gross unit price of the Service (i.e. the unit price plus VAT) per kilowatt hour, adjusted to the given charging point. The user acknowledges that the fees may differ from one charging point to another.

The certified consumption meters installed in our charging equipment also measure the energy lost during the operation of the equipment, as well as the energy consumed by the equipment itself and thus these items are also invoiced to the User.

If the User fails to leave the charging station with their vehicle within the tolerance period of 15 minutes in the case specified under point 5/h, the Service Provider shall be entitled to charge the occupation fee indicated in the Application.

4. Responsibility for the data provided by the Buyer

It is the User's responsibility to make sure that the details they provide are entered correctly in the Application, considering the fact that the Service is invoiced on the basis of the details provided by the User. By using the Service, the User acknowledges that the Service Provider is entitled to pass on to the User all of its damages and costs arising from the User's incorrect data entry or the inaccurate data provided by the User. The Service Provider excludes any liability for its performance based on inaccurate data entry.

5. The process of using the Service

a. The Service may be used on condition that the Application is installed and the registration is performed in it. The Application is available on Android or on iOS or by scanning the QR code placed on the charging column. The User needs to allow the Application to access the camera and position of their mobile device, otherwise the Application will not detect the position of the mobile device and it will not be able to determine at which charging station the User is, nor will it be possible to read the QR code placed on the charging column in order to start the Service. In the absence of these, the use of the Service cannot be started.

b. If you as the User wish to use the electric vehicle charging service at one of the charging columns of the Service Provider, you are required to park your vehicle properly at the charging column and start the Application on your mobile device.
In order to use the Service, you must in all cases read and accept the provisions of these GTC as specified under Point 2 as well as the contents of the data management information.

c. Use the camera of your mobile device through the Application to read the QR code of the connected charging column. As the QR code is scanned, the amount displayed in the Application will be reserved on your registered bank card (the unused amount will later be released). If you do not agree with the reservation of the amount, you can abort the process. If you have not yet registered your bank card, you can do so during this phase of the process or register another bank card for payment. If the bank card details are not provided, the service cannot be used.

We would like to inform you that we do not process the data of the bank card as it is **Barion Payment Zrt.** (1117 Budapest, Infopark sétány 1., telephone: 06/1 464 7099) that participates in the process of the reservation and payment.

OTP Mobil Kft provides a payment option for the users of the e-mobility service through the Application.

The nature and purpose of the activity performed by the above company can be found in detail in the **SimplePay** Data Management Information, which can be viewed at the following link: <http://simplepay.hu/vasarlo-aff>.

User Statement (made at the same time as using the Application)

"I acknowledge the following personal data stored by the data controller in the user account of Elektro Profi Mobility Kft. (1148 Budapest Fogarasi út 2-6) in the user database of www.epcharger.hu will be handed over to OTP Mobil Ltd. who is trusted as data processor. The data transferred by the data controller are the following:

- Name
- E-mail adresse
- Billing adresse

The nature and purpose of the data processing activity performed by the data processor in the SimplePay Privacy Policy can be found at the following link: <http://simplepay.hu/vasarlo-aff>" (["http://simplepay.hu/vasarlo-aff"](http://simplepay.hu/vasarlo-aff))

Recurring credit card payment (hereinafter referred to as Recurring payment) is a function included in the acceptance of credit cards provided by SimplePay meaning that in the future it is possible to make payments with credit card details provided by the Customer during the registration transaction without giving credit card details again.

By accepting this statement to use Recurring payment you allow to make subsequent payments made from your user account in this online application (https://play.google.com/store/apps/details?id=hu.paytech.ep_charger/https://apps.apple.com/hu/app/ep-charger/id1469933610?l=hu)

without providing credit card details and you allow for the Merchant to make the payment without your transactional approval.

Please note: the processing of credit card details is in accordance with the rules of card issuers. Neither the merchant nor SimplePay has access to the credit card data.

The Merchant shall assume direct liability for false or unauthorized recurring payments initiated by the Merchant, any claim enforcement against the Merchant's payment service provider (SimplePay) shall be unavailable. I have read this notification, I take notice of its content and accept it

The user has the possibility to use the so-called "token" payment, during which our system creates a unique token (we do not store your bank card details in this case either) and we initiate subsequent payments using this token. In this case, you need to select the checkbox "Save bank card data" at the bottom of the data sheet of the charging column before entering the payment module and then you only need to enter the bank card data on one occasion on the Barion payment interface. Using the bank card details, the Barion module creates the token and the system only uses this token for the purpose of payment in the case of subsequent payments; it is not necessary to subsequently enter the card number, expiration date and security code.

The User shall make sure that they have scanned into the Application the QR code of the charging column to which they actually wish to connect their electric vehicle, otherwise the Service will not start.

- d. If the QR code of the charging column the User wishes to connect has been scanned successfully, the details of the given charging station (tariffs, location, etc.) are displayed in the Application.
- e. Connect your electric vehicle to the charging column and start charging via the mobile application by pressing the START button displayed on the phone. Charging will stop when the car is fully charged, if the User interrupts charging or when the amount corresponding to the reserved amount and the tariff has reached the previously reserved amount.
- f. When charging is completed, the Application will display the message “Charging complete” and you will receive an invoice in PDF format for the charging to the email address you provided during registration.
- g. The user shall disconnect their vehicle from the charging column and leave the electric charging station within a tolerance period of 15 minutes after the completion of the charging process. If the User fails to do so and the owner of the charging column has requested the Service Provider to apply an “occupation fee”, the charging of this fee also begins.

6. Payment

When charging is started, the Service Provider reserves the amount displayed in the Application on the User's bank account connected to the bank card registered by the User.

Upon the completion of the charging process, the payable fee is displayed in the Application and the registered bank card is debited with the amount of the payable fee using the registered amount; the difference between the reserved amount and the payable fee is released at the end of the process.

In order to facilitate successful reservation, the User shall make sure that the bank account connected to their specified bank card or credit card holds a sufficient amount to enable the User to use the Service.

7. Presumption of entitlement to charging

The Service Provider is not in the position to verify that the User, the Application used in order to use the Service and the bank card used for payment can be associated to the same person or entitlement. Therefore, the Service Provider does not assume any liability whatsoever for any damages resulting from any related misuse and shall presume that the User, the Application used in order to use the Service and the bank card used for payment can be associated to the same person or entitlement.

8. The User's other rights and obligations

- The User shall use the electric charging columns appropriately in accordance with the provisions of these GTC and use the Service to charge a battery in perfect condition serving the drive of an electric vehicle using at least a CE-certified charging cable.
- The user shall to leave the Charging Column with their vehicle within 15 minutes (tolerance period) after the completion of charging.
- The User shall pay the Service Fee to the Service Provider.
- The User shall notify the Service Provider of any error or any anomaly detected during the use of the Service at the charging column or during the charging process via the email address or by calling telephone number displayed on the sticker placed on the charging column.

9. The Service Provider's other rights and obligations

- The Service Provider shall be entitled to the service fee according to the tariff belonging to the given charging column.
- The Service Provider does not assume any liability whatsoever for any direct or indirect damages arising from the use of the Service, unless the damage is the consequence of gross negligence or wilful misconduct attributable to the Service Provider, providing that the possible occurrence of the damage was foreseeable for the Service Provider. The Service Provider shall not be liable for any disadvantages resulting from the failure, interruptions or restriction of the electricity supply.
- The Service Provider shall not be held liable for any damages resulting from the use of the Application, its inappropriate operation, or the deletion of any part or content of the Application.
- The Service Provider does not assume any liability whatsoever for the failure of the charging process or problems caused in relation to charging as a result of the possible interruption of the internet service.
- The Service Provider does not assume any liability whatsoever for any problems caused by the failure of the charging point due to vandalism.

10. Complaint management

The User qualifying as a consumer may submit their consumer complaints related to the Service Provider's activities using one of the following communication channels:

Address of the customer service office: 1148 Budapest, Fogarasi út 2-6.

Opening hours of the customer service: 0-24.

Telephone: +36 30 140 2010

Email: info@epcharger.hu.

Possibility to make an entry in the book of complaints. The book of complaints is available at the Service Provider's registered address (1148 Budapest, Fogarasi út 2-6.). The Service Provider shall

respond to the entries written in the book within 30 days, provided that the User has provided the necessary contact details when making the entry.

If the consumer does not agree with the management of their complaint or if it is not possible to investigate the complaint, the Service Provider shall immediately make a record of the complaint and its position regarding the complaint and give a copy to the consumer or send it by e-mail.

11. Possibilities for rights enforcement

If the consumer legal dispute possibly existing between the Service Provider and the User qualifying as the consumer is not resolved during the negotiations, the consumer shall have the following possibilities of rights enforcement to apply:

a. Leaving a complaint at the consumer protection authority.

If the Consumer experiences the violation of their consumer rights, they shall be entitled to leave a complaint at the competent consumer protection authority of their place of residence. After investigating the complaint, the authority decides on the conduct of the consumer protection procedure.

In consumer protection proceedings of the relevant authority, the consumer protection inspectorates of the capital and the county government offices of county competence shall act on the initial level and the National Consumer Protection Authority of national competence shall act on the appeals level. The competence may be established by the Consumer's place of residence, the registered office and premises of the business, or the place where the infringement of consumer rights occurred. The application may be submitted to any competent inspectorate.

b. Conciliation panel.

The consumer may initiate proceedings via the following communication channels for the purposes of the out-of-court amicable settlement of a consumer dispute concerning the quality or safety of the Service or the application of the product liability rules or related to the conclusion and performance of the contract:

Budapest Conciliation Panel

Address: 1016 Budapest, Krisztina krt. 99.

Telephone number: (1) 488-2131

Fax number: (1) 488-2186

Email address: bekelteto.testulet@bkik.hu

c. Court proceedings.

The User shall be entitled to enforce their claim arising from a consumer dispute before the court under civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure

12. Data protection

Name of data controller: ELEKTRO PROFI Mobility Kft.

Address: 1148 Budapest, Fogarasi út 2-6.

Data controller's representative: Tamás Rózsa CEO

Data Controller's contact details: mobility@elektroprofi.hu

This information may be unilaterally modified and/or withdrawn by Data Controller at any time with simultaneously informing Data Subjects. Such informing shall be performed by posting on website or by directly notifying Data Subjects depending on the nature of alteration.

Data Processor's name: Motyó-Multimédia Bt. ('Motyó-Multimédia Limited Partnership') (developer of MOVIR IT system) Seat: 1114 Budapest, Bocskai u. 7. VAT No.: 28946142-3-41, representative: István András Motyovszki, contact details: imotyomultimedia@gmail.com .

Data Processor's name: NEXTSERVER Kft. ('NEXTSERVER Ltd Co') (hosting service provider) Seat: 6722 Szeged, Mérey utca 12. VAT No.: 2797610-2-06, Contact details: <https://nextserver.hu>

Data Processor's name: OTP Mobil Kft. ('OTP Mobil Ltd Co'), for those using e-mobility service.

The nature and purpose of the data processing activity performed by data processor is detailed in SimplePay Information on Data Processing, which can be accessed following the link: <http://simplepay.hu/vasarlo-aff>.

Our GDPR [https:// https://epcharger.hu/adatkezeles/GDPR_20211129_EN.pdf](https://epcharger.hu/adatkezeles/GDPR_20211129_EN.pdf) is available via this link.

13. Operation of the digital data contents related to the Application and protective measures.

The infrastructure of the system is operated within a data centre with the following characteristics:

Physical security: guarded building, access control, alarm, camera systems

Secure power supply: uninterruptible power supply

Operational safety: redundant air conditioning system, full remote monitoring system of the equipment room

Reliability: continuous monitoring by specialists, 24-hour network supervision

The system runs in a virtualisation environment, protected by a firewall with daily encrypted backup provided

Comment:

The system is not operated by the Service Provider itself; the server is password protected, and the Service Provider does not have access to the actual data.

14. If the User should need any assistance in relation to the use of the Service or the operation of the Application, our colleagues are happy to help them via the following communication channels:

Telephone: +36 30 140 2010

Email: info@epcharger.hu

15. In matters not regulated here, the relevant provisions of the following legal regulations shall apply to the Contract and the Parties:

Act V of 2013 on the Civil Code (CC);

Act CLV of 1997 on the Protection of consumers;

Act CVIII of 2001 on Electronic commerce services and certain matters of the services related to the information society;

Government Decree number 45/2014 (II.26) on the Detailed rules of contracts concluded between the consumer and the business organisation;

Government Decree number 170/2017. (VI. 29.) on Certain matters of the electric vehicle charging service;

Government Decree number 243/2019. (X.22.) on Certain matters of the e-mobility service;

Act I of 1988 on road traffic (ART).

If any section of these GTC should be legally incomplete or invalid, the other sections of the contract shall remain valid and the applicable provisions of the contract shall be valid instead of the invalid part.

16. These GTC become effective on 4th November 2019 and remain valid until modified or withdrawn. The Service Provider shall be entitled to modify the provisions of these GTC within the limits of the relevant legal regulations. Any modification of the GTC shall be valid on its appearance in the Application. Any modifications made shall not affect the previously conducted contracts.

Budapest, 21.11.2019

Tamás Rózsa

General Manager

