

General Terms and Conditions

Effective as of 2025.07.02

We would like to inform our valued Users that by using the mobile application developed for accessing the services of the electric charging stations operated by ELEKTRO PROFI Mobility Ltd. for a fee, a service agreement (hereinafter: the “Agreement”) is concluded between you, as the User, and ELEKTRO PROFI Mobility Ltd., as the Service Provider. This Agreement governs the terms and conditions for the use of the electric vehicle charging service, and your and ELEKTRO PROFI Mobility Ltd.’s respective rights and obligations, as set forth in these General Terms and Conditions (hereinafter: “GTC”). Therefore, please read this document carefully before using our charging service, as by using the service you accept the content of these GTC.

Please read the provisions of these GTC before every purchase.

Please note that checking the “I have read and understood the General Terms and Conditions” box in the application related to the vehicle charging service means that you have reviewed and expressly accepted the provisions and information included in these GTC prior to using the service.

If you do not wish to accept the provisions of these GTC, please do not attempt to use the charging stations under any circumstances!

These GTC also constitute pre-contractual information in accordance with Government Decree 45/2014 (II. 26.) on the detailed rules of contracts concluded between consumers and businesses.

1. In relation to the present GTC

Service Provider: ELEKTRO PROFI Mobility Ltd.
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
Account-holding bank: UniCredit Bank Zrt.

User/You: the person who uses the electric vehicle charging service via the Service Provider’s application and thereby enters into a contract with the Service Provider.

Parties: jointly refers to the Service Provider and the User.

Application: the software developed by the Service Provider, available for download on Android and iOS operating systems, named “EP Charger,” which is required to use the service.

Agreement: the contract concluded between the Parties regarding the use of the electric vehicle charging stations operated by the Service Provider, for the purpose of charging electric vehicles for a fee.

Service: charging of electric vehicles at the charging stations operated by the Service Provider, using the Application.

Contract Concluded Between Distant Parties: a consumer contract concluded within the framework of a distance sales system organized for the provision of the service, without the simultaneous physical presence of the parties, in such a way that the contracting parties use exclusively means of communication between distant parties for the purpose of concluding the contract.

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

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

Business: a person acting within the scope of their profession, self-employment, or business activity.

2. Acceptance of the GTC

Before using the service, the User is required to familiarize themselves with the provisions of the present GTC. By ticking the checkbox indicating acceptance of the GTC prior to using the service, the User agrees to the provisions of this GTC, which then becomes part of the contract concluded between the Parties. If the checkbox indicating acceptance of the GTC is not ticked, the Agreement shall not be concluded, and the User shall not be entitled to use the Service.

The User may interrupt the use of the Service at any time; however, the Service shall be considered fully performed up to the point of interruption. The User, if acting as a consumer, acknowledges that after full performance of the Service, they lose the right of withdrawal.

3. Fee for the Service

The gross unit price (i.e., including VAT) of the Service per kilowatt-hour, adjusted to the specific charging point, is provided in the Application. The User acknowledges that pricing may vary by charging point.

Our charging equipment includes certified consumption meters that measure losses during operation and the internal consumption of the charging station; accordingly, these amounts will also be invoiced to the User.

If the User does not vacate the charging station with their vehicle within the 15-minute grace period as defined in point 5/h, the Service Provider is entitled to charge a reservation fee as specified in the Application.

4. Responsibility for the Accuracy of Data Provided by the User

The User is responsible for ensuring that the data they provide in the Application is entered accurately, as the invoicing of the Service is based on this information. By using the Service, the User acknowledges that the Service Provider is entitled to charge the User for any damages or costs resulting from erroneous or inaccurate data entry. The Service Provider excludes liability for any performance based on inaccurately entered data.

5. The Process of Using the Service

a. The use of the E-charger is only possible after parking the vehicle in the designated parking space directly in front of the E-charging station, turning off the vehicle, and connecting the charging cable—detachable from the E-charging head—to the electric vehicle. The charging service may only be used after the person utilizing the operational service (the Customer) simultaneously connects the charging cable to both the E-charging head and the electric vehicle.

The use of the Service is subject to installing the Application and completing registration within it. The Application is available on Android, iOS, or by scanning the QR code located on the charging station. The User must allow the Application to access the device's camera and location; otherwise, the Application will not be able to detect the User's location or which charging station they are at, and the QR code required to initiate the Service cannot be scanned. Without these permissions, the Service cannot be initiated.

b. The E-charger may be used by the Customer (i.e., the person using the operational service) at their own risk and responsibility. The E-chargers operate 24 (twenty-four) hours a day, 7 days a week. Use of the E-charger is only not possible when the parking spaces equipped with E-chargers are fully occupied, or if the E-charger or the entire parking lot is closed due to technical issues or extraordinary events.

If the User wishes to use the electric vehicle charging service from any of the Provider's charging stations, they must park legally next to the charging station and launch the Application on their mobile device.

The vehicle must be parked in such a way that it occupies only the marked parking space as outlined by surface markings. The Customer is entitled to use the designated parking space in front of the E-charging station only until the electric vehicle is fully charged. If the Customer does not vacate the parking space after the maximum charge time has been reached, the Provider may charge a charging reservation fee—agreed upon and approved in advance with the Lessor—at the Customer's expense. Only one vehicle may be charged at a time per parking space. The maximum charging power per connector can be 7.2 kW/h, 22 kW/h, or 50 kW/h. The actual charging power depends on the type of connected vehicle, the type of cable used, and the battery's current charge level.

To use the Service, you must always read and accept the provisions of this GTC as described in Section 2, as well as the contents of the Privacy Policy.

c. Use your mobile device's camera through the Application to scan the QR code on the connected charging station. Upon scanning the QR code, a hold of HUF 100 will be placed on your registered bank card—this amount will be released immediately. This process is used to verify the validity of the bank card. If you have not yet registered your bank card, you may do so at this point in the process or register a different card for payment.

Please note that we do not manage your bank card data; the hold and payment process is managed by SimplePay Zrt. (registered office: H-1138 Budapest, Váci út 135-139., B building, 5th floor, phone: +36 1 366 6611).

SimplePay Zrt. provides payment services via the Application for users of the e-mobility service as follows:

SimplePay Payment System:

User Declaration (simultaneously with the use of the Application):

"I acknowledge that the following personal data stored in the user database of Elektro Profi Mobility Kft. (1148 Budapest, Fogarasi út 2-6.) will be transferred to SimplePay Zrt. The scope of transferred data includes:

- name,
- e-mail address

The nature and purpose of the activities performed by SimplePay Zrt. are detailed in the SimplePay Privacy Policy, which can be accessed at the following link: <https://simplepay.hu/adatkezelesi-tajekoztatok/>.

Recurring bank card payment (hereinafter referred to as "Recurring Payment") is a feature associated with the card acceptance function provided by SimplePay, which means that future payments can be initiated using the card details provided by the Customer during the registration transaction, without re-entering the card information.

To use the Recurring Payment feature, by accepting this declaration, you consent to future payments initiated in the EP Charger application, following a successful registration transaction, being processed by the Merchant without the need to re-enter your card data or provide transaction-specific consent.

Attention(!): Bank card data is handled in accordance with the rules of the card associations. Neither the Merchant nor SimplePay has access to the bank card data.

The Merchant is solely liable for any recurring transactions initiated incorrectly or unlawfully. No claims can be made against the payment service provider (SimplePay) in such cases. I have read, understood, and accepted the content of this notice."

d. If the QR code of the desired charging station has been successfully scanned, the Application will display the relevant charging station data (pricing, location, etc.).

e. Connect your electric vehicle to the charging station, then start the charging process by pressing the **START** button in the mobile application. Before connecting the charging equipment and each time charging begins, the customer must visually inspect the charging device to ensure that it is intact and undamaged. The Customer is responsible for ensuring that the technical condition of the vehicle—particularly regarding safety and property protection—is appropriate. The Customer must ensure the availability of a suitable charging cable for connecting the vehicle and confirm that the cable has a manufacturer's certification. The Customer must verify that the charging cable used (including connectors) is free of damage. The owner or operator of the charging equipment shall not be held liable for any damages caused by the use of an unsuitable charging cable provided by the Customer.

Any tampering after installation (such as adding a 3-phase "T" connector (splitter), placing more than two chargers at a single station, or any other modification to the charging equipment) is strictly PROHIBITED and considered intentional damage.

Charging will stop automatically once the vehicle is fully charged or if the User terminates the charging process.

f. Once the charging is complete, the message "Charging completed" will appear in the Application, and an invoice for the charging session will be sent in PDF format to the email address provided during registration.

g. The User is required to disconnect their vehicle from the charging station and vacate the electric charging station within a 15-minute grace period following the end of the charging process. If the User fails to do so and the owner of the charging station has requested the Service Provider to apply an "occupancy fee", then the application of this fee will begin.

6. Payment

To start charging, it is necessary to select a bank card with which the charging fee will be paid. Charging cannot begin without selecting a card. When choosing the charging connector, the application offers three options:

Payment with a saved card

Payment with a new card and saving the card

One-time payment without saving the card

Saved cards can be managed on the profile page, where it is also possible to save a card without starting a charging session and to delete previously saved cards. When saving a card, a transaction of HUF 100 is made—this amount is reserved by the system and immediately released. This serves to verify that the card is valid. Card data is not stored on the server when saving a card.

Payment with a saved card:

Select the desired card from the listed options. After selection, charging can be started. When charging and parking are finished, the application will display the energy used, parking time, and total amount due. Meanwhile, the system automatically initiates the payment in the background via the Simplepay system using the selected card. After this, the user may return to the homepage within the application or close the app entirely. The application does not send a notification about the success of the payment. However, if the transaction fails (e.g., due to insufficient funds), a push notification is sent about the failed transaction.

Payment with a new card and saving the card:

By clicking the 'Card Registration Payment' button, the application redirects to the Simplepay page, where a HUF 100 transaction must be completed. The system will immediately release the reserved HUF 100. After a successful transaction, the user returns to the application. In the background, the system checks whether the card has already been saved previously. If so, the card will not be saved again, and an error message will be displayed. If the card has not yet been saved, the process continues to the charging initiation. From this point on, the process is identical to the payment with a saved card—when charging and parking are finished, the application displays the energy used, parking time, and total amount due, and the payment is automatically initiated in the background.

One-time payment without saving the card:

By clicking the 'Start One-time Payment' button, the application redirects to the Simplepay page, where a transaction of HUF 100 must be completed. The system immediately releases the reserved HUF 100. (Neither the system nor the Simplepay server stores the card data. In this case, after the

successful HUF 100 transaction, a one-time-use token is received, which the system uses to automatically initiate payment via the Simplepay system at the end of the charging and parking session.) After a successful transaction, the user returns to the application. From this point on, the process is the same as described in the "Payment with a saved card" section.

Failed Transactions

If the HUF 100 transaction fails during card saving—e.g., due to incorrectly entered card details or insufficient funds—then the card is not saved and charging cannot be initiated. The same applies in the case of a one-time payment: if the HUF 100 transaction fails, charging cannot begin.

It is also possible that the HUF 100 registration payment succeeds, but the payment for the charging itself fails, for example due to insufficient funds on the card. In this case, the system treats the session as an unpaid transaction, and the application displays this session as an "Unpaid Charging Session" under the "Charging History" menu. The payment can be retried by clicking the "Pay" button shown next to the unpaid session. In this case, the previously failed card is not reused—rather, the application immediately redirects to the Simplepay page, where a new card's details must be entered. After a successful payment transaction, the system updates the payment status of the charging session.

7. Presumption of Authorization for Charging

The Service Provider has no means of verifying whether the User, the Application used for accessing the Service, and the bank card used for payment are associated with the same person or a person with valid authorization. Therefore, the Service Provider assumes no liability for any damages arising from potential misuse in this regard, and presumes that the User, the Application used for accessing the Service, and the bank card used for payment are all associated with the same person or an authorized entity.

8. Other Rights and Obligations of the User

- The User is obliged to use the electric charging stations in accordance with their intended purpose and as specified in this GTC, and must use the Service with a charging cable bearing at least CE certification, and only for charging the battery of a properly functioning electric-drive vehicle.
- The User must vacate the charging station with their vehicle within 15 minutes (grace period) following the completion of the charging.
- The User is obliged to pay the Service Fee to the Service Provider.
- The User is required to report any error or irregularity noticed in the charging station or during the charging process to the Service Provider via the email address or phone number provided on the sticker placed on the charging station.

In case of extraordinary events (e.g. terrorist attack, bomb threat), if the Customer is present on the property of the charging station owner, they are required to follow all applicable instructions valid for that area.

9. Other Rights and Obligations of the Service Provider

The use of E-chargers may be monitored by the owner of the charging equipment or by personnel authorized by the owner, using a closed-circuit camera system or photographic equipment. The owner and operator of the charging equipment accepts no responsibility for the availability of

the E-charger's free capacity. If any person uses a parking space located in a public parking area and designated for E-charging exclusively for parking purposes without starting the charging process as described in these Terms, this constitutes a violation of the general terms and conditions for use of parking in that area. In such cases, the staff of the company operating the parking facility is entitled to take action against the user in accordance with specific contractual terms.

- The Service Provider is entitled to charge the service fee applicable to the specific charging point.
- The Service Provider assumes no liability for any direct or indirect damages arising from the use of the Service, except in cases where the damage is the result of gross negligence or intentional misconduct attributable to the Service Provider, and provided the damage was foreseeable by the Service Provider. The Service Provider is not liable for disadvantages resulting from power outages, fluctuations, or limitations in electricity supply.
- The Service Provider is not liable for any damages resulting from the use or malfunction of the Application, or from the deletion of any part or content of the Application.
- The Service Provider assumes no responsibility for problems related to charging disruptions or complications resulting from interruptions in Internet service.
- The Service Provider accepts no liability for problems caused by vandalism-related damage to the charging station.

10. Complaint Handling

A User who qualifies as a consumer may submit their consumer complaints regarding the activities of the Service Provider using any of the following contact options:

Customer Service Office Location: 1148 Budapest, Fogarasi út 2–6.

Customer Service Hours: 0–24

Phone: +36 30 140 2010

Email: info@epcharger.hu

A customer comments book is available. The comments book can be accessed at the Service Provider's registered office (1148 Budapest, Fogarasi út 2–6). The Service Provider will respond in writing within 30 days to any entries made in the book, provided the User has supplied the necessary contact information when making the entry.

If the consumer does not agree with how the complaint was handled, or if the complaint cannot be investigated, the Service Provider will immediately record the complaint and its position regarding it in a report, and provide a copy of this report to the consumer or send it via email.

11. Legal Remedies

If a consumer dispute between the Service Provider and the User (who qualifies as a consumer) is not resolved through negotiations, the consumer may use the following legal remedies:

a. Complaint to the Consumer Protection Authority

If the Consumer observes a violation of their consumer rights, they are entitled to file a complaint with the competent consumer protection authority based on their place of residence. After

evaluating the complaint, the authority decides whether to initiate a consumer protection procedure.

In consumer protection administrative cases, the competent authorities at first instance are the consumer protection departments of the county (or capital) government offices, and at second instance, the National Consumer Protection Authority has nationwide jurisdiction. Jurisdiction is established based on the Consumer's place of residence, the company's registered office, business location, and the place of the infringement. The complaint may be submitted to any competent authority.

b. Conciliation Board

For the out-of-court, peaceful resolution of consumer disputes related to the quality, safety of the Service, the application of product liability rules, as well as the conclusion and performance of the contract, the Consumer may initiate proceedings at the following contact:

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99.

Phone: (1) 488-2131

Fax: (1) 488-2186

E-mail: bekelteto.testulet@bkik.hu

c. Judicial Proceedings

The User is entitled to enforce their claims arising from a consumer dispute before a court within the framework of civil proceedings in accordance with Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

12. Data Protection

Our Privacy Policy is available on the website at epcharger.hu.

13. Operation of Digital Content Related to the Application and Security Measures

The system infrastructure is operated in a data center that meets the following criteria:

13. Operation of Digital Content Related to the Application and Security Measures

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

Secure power supply: uninterruptible power supply (UPS)

Operational security: redundant air conditioning system, full server room remote monitoring system

Reliable: continuous expert monitoring, 24-hour network supervision

The system runs in a virtualized environment, protected by a firewall, with encrypted daily backups provided.

Note:

The system itself is not operated by the Service Provider, the server is protected by a password, and the Service Provider has no access to actual data.

14. If the User needs any assistance with the use of the Service or operation of the Application, our colleagues are at your disposal at the following contact details:

Phone: +36 30 140 2010

E-mail: info@epcharger.hu

15. In matters not regulated herein, the provisions of the following laws shall apply to the Contract and the Parties:

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

Act CLV of 1997 on Consumer Protection;

Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services;

Government Decree 45/2014 (II.26) on the Detailed Rules of Contracts between Consumers and Businesses;

Government Decree 170/2017 (VI.29) on Certain Issues of Electric Vehicle Charging Services;

Government Decree 243/2019 (X.22) on Certain Issues of Electromobility Services;

Act I of 1988 on Road Traffic (Kkt).

If any provision of these Terms and Conditions is legally incomplete or invalid, the remaining provisions of the contract shall remain in effect, and the applicable legal provisions shall apply in place of the invalid section.

16. These General Terms and Conditions shall enter into force on July 2, 2025, and remain in effect until amended or withdrawn. The Service Provider reserves the right to modify these Terms and Conditions within the framework of applicable laws. Any modification shall become effective upon publication in the Application. Such modifications shall not affect contracts already concluded.

Budapest, July 2, 2025

Tamás Rózsa

Managing Director