GENERAL TERMS AND CONDITIONS FOR THE USE OF THE ELECTROMOBILITY SERVICE

(No 2025/1, effective: from 23 June 2025 until revoked)

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1. Introductory provisions

1.1 In order to promote and develop electromobility, MOL Plc. operates an electric charging network and provides electromobility service, in the framework of which electric vehicles can be charged with electricity through electric chargers (hereinafter referred to as “Service”).

The conditions applicable for the Users for using the electromobility service provided by MOL Plc. are included in these General Terms and Conditions (hereinafter referred to as “GTC”).

This GTC is to be regarded as the general contracting terms and conditions referred to in Section 6:77 of Chapter XV of Book Six of Act V of 2013 on the Civil Code (hereinafter referred to as “Civil Code”) and to be treated accordingly. This GTC shall constitute an inseparable part of any contracts for the use of the Service, which are concluded without being recorded in writing. The provisions in this General Terms and Conditions (GTC) were laid down subject to the following legislation: Regulation (EU) 2023/1804 of the European Parliament and of the Council on the deployment of alternative fuels infrastructure and repealing Directive 2014/94/EU (AFIR); Act LXXXVI of 2007 on Electricity (hereinafter: the Electricity Act); Government Decree 273/2007 (X. 19.) implementing certain provisions of the Electricity Act (hereinafter referred to as “Implementation Decree”); Subsection f) and g) of Section 2 (1) of Act I of 1988 on Road Transport; and Government Decree 243/2019 (X.22.) on certain aspects of electromobility services.
1.2 A By purchasing the Service or by starting the Charging process, the User shall be considered as having read, understood and accepted by conduct the terms and conditions of this GTC without expressly accepting it.
1.3 The Service Provider reserves the right to amend or replace this GTC at its own discretion under the terms and conditions of this GTC.
1.4 These GTC are in Hungarian and English, in case of any discrepancy between the English and Hungarian versions, the Hungarian text shall prevail.
2. Definitions
AC (normal): E-charging Service with a maximum nominal charging power of 25 KW
Application/Mobile Application means the Application that is compatible with iOS and Android operating systems defined on Apple Store and Google Play Store.
Payment Card means a credit or debit card in the User’s own name, which is used to pay for the Charge to be purchased through the Charging Device and which, in case of User registration, must be registered in the Application or on the Website.
Supporting document means an electronic or paper-based accounting document (receipt / invoice) confirming the purchase of the Charge.
DC (rapid): E-charging Service with a maximum nominal charging power of 100 KW
Individual Agreement means the individual agreement concluded between the User and the Service Provider by the payment of consideration for the service or the individual agreement for using the E-charging Service, concluded between the User and the Service Provider by starting the charging session on the charger.
Electric vehicle or **EV** means a motor vehicle equipped with a powertrain containing at least one non-peripheral electric machine as energy converter with an electric rechargeable energy storage system, which can be recharged externally.
Electric vehicle accessory means in particular the connection cable used for charging and other device allowing for the use of e-charging.
Payment means the payment to be paid by the User for the Charge purchased under the Individual Agreement.

Charging on an ad hoc basis: **a)** Direct POS Charging: an ad hoc E-charging Service that the User uses without the need to register, enter into a written agreement or establish a commercial relationship with the Service Provider, the Charging Device Operator that goes beyond the simple purchase of the Charging Service, and for which the User pays the fee at the POS bank card payment terminal of the Charging Device by means of a Payment Card or mobile contactless payment; **b)** Charging via the Application and Website: an ad hoc E-Charging Service that the User purchases from the Service Provider,Charging Device Operator, via the Application or Website without the need to register, and the payment for which is made by the User by means of ad hoc online payment with a Payment Card, by entering the Payment Card details ad hoc in the Application or Website; **c)** c) Charging including a predetermined amount of energy purchased at the Charging Station Shop;
Ad hoc User means a person who uses the Service from the Service Provider on a case-by-case basis and without registration, by means of a contactless payment/mobile payment via a direct POS bank card payment terminal or by means of an ad-hoc payment by a not registered bank card via the Application, Website or by purchasing a predefined amount of energy in the the Charging Station shops.
User means the Ad hoc User and the Registered User jointly, or any of these users individually.
User account means a password protected unique interface created for the Registered User by the Service Provider after a successful Registration, in which the Registered User can use the Service, access and modify his personal data.
Framework Agreement means an agreement concluded between the Service Provider and the Registered User for an indefinite period, under the framework of which the Registered User may conclude Individual Agreements on more favourable terms than the Ad hoc User and may make use of the Supplementary Services provided exclusively by the Service Provider to Registered Users.
Supplementary services mean the additional services defined in this GTC that is provided to the Registered Users by the Service Provider under the Framework Agreement.
Mobile device means a technical device of iOS and Android operating systems compatible with the Application that is capable of mobile data traffic, mobile communications and mobile payment.
Mobile Payment any mobile phone-based payment method whereby the Ad hoc User pays for ad hoc charging sessions via a POS bank card payment terminal, debiting their bank account using a smartphone/mobile device or smartwatch instead of a physical bank card. This requires the digitalization of the bank card and the download, installation of a mobile wallet on the mobile device.
Roaming within MOL network – Roaming Services used on the Charging Devices operated by a member of MOL Group.
Roaming outside MOL network – Roaming Services used on Charging Devices operated by a third party outside MOL Group.
MOL MOVE: A loyalty programme operated by MOL Plc, with General Terms and Conditions here: GTC (molmove.hu),) and its Privacy Policy (molmove.hu)

POS (Point of Sale) bank card payment terminal (hereinafter: POS) a cashless point of sale, a technological device that enables Ad hoc Users to make cashless payments, i.e., to pay contactless using a Payment card or zo make aMobile Payment with a smartphone/mobile device or smartwatch.
Pre-authorization limit in case of ad hoc charging sessions (initiated via Direct POS Charging or through the Application or Website), the Service Provider ensures the provision of the Charging Service up to a pre-authorized/temporarily blocked amount of HUF 15,000 (regardless of the used Ft/kWh rate basis). Once the pre-authorization limit is reached, the charging session will be automatically stopped/interrupted.
Registration means the Registration of the User through the Application or the Website in accordance with Point 6 of this GTC, as a result of which a Framework Agreement will be concluded between the User and the Service Provider for the use of the Service and the Supplementary Services.
Registered User means a person who has entered into a Framework Agreement with the Service Provider as a result of the Registration through the Application or the Website for the use of the Services and Supplementary Services.
Roaming Service – a Charging Service provided by the Service Provider and used by the Registered User on a Charging Device operated by third parties.
Roaming Service Provider – means a member company of MOL Group that provides electromobility services in the area of the Roaming Service used.
Contracted Partner means the third party contracted by the Service Provider that offers the space for the provision of the Service where the Charging Device is placed.
Service(s) mean(s) the Charging and the Supplementary Services jointly, or any of these services independently.
Service Provider means MOL Plc.
Charging or **E-charging Service** means the electromobility service that represents the charging of the electricity storage of the Electric Vehicle, which is used by the User on a case-by-case or permanent basis through the Charging Device provided by the Service Provider.
Charging point means the area indicated by markings on which it is possible to be connected to the Charging Device by stopping with the Electric Vehicle for the purpose of using the Charging Service.
Charging station means the fuel service station operated by MOL Plc., on the territory of which the E-charging Service is available.
Charging Device means an electrical equipment reserved for the E-charging Service located in public or private places with at least one normal or high performing Charging point.
Charging Device operator means the person who has the operating licence and operates the public Charging Device as intended, carries out its technical operation and maintenance, provides the Service Provider with the technical conditions for the provision of electromobility service.
UDC (ultra): E-charging Service with a nominal charging power of 100 KW or more
Website means the www.molplugee.hu website.
3. Scope of the GTC

3.1 The personal scope of the GTC includes the Service Provider and the User concluding an agreement with the Service Provider for E-charging Service and also includes the owner/keeper of the vehicle that unlawfully occupies a Charging point without using the Service.

3.2 The GTC shall be effective from the date specified under the title above until it is withdrawn.

3.3 MOL Plc. reserves the right to change the method and circumstances of providing the Service in compliance with the provisions applicable to the amendment of the GTC and to cease to provide or limit the provision of the E-charging Service.

3.4 Should any provision of the GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the GTC. In this case, the Parties shall replace such invalid or unenforceable provision with a provision that is closest to their original objectives.

3.5

3.5.1 GTC amendment shall be published (i) on the Website and (ii) by e-mail or by push notification in the Application at least 5 (five) calendar days prior the effective date of the amendment. The full text of the new GTC shall be made available on the Website, Application or at the Customer Service.

3.5.2 If the Registered User does not agree with a GTC amendments, he/she shall be entitled to terminate his/her contractual relationship in connection with the Service no later than 5 (five) calendar days after the publication of the amended GTC. The termination statement shall be submitted in writing or by e-mail to the (e-mail) address of the Service Provider's Customer Service. The contractual relationship shall be deemed terminated on the day on which the termination statement is received by the Service Provider.

3.5.3 If the Registered User does not declare the termination of the contractual relationship within the specified deadline, the Service Provider shall consider that the Registered User agrees with the amendments. The usage of the Service - within the deadline for termination of the contractual relationship - shall be deemed as the acceptance of the amended GTC.

Notwithstanding the foregoing, the Provider is entitled to unilaterally modify the amount of the Consideration, as well as the amounts of the items listed in the Pricing and the related link at any time. The current consideration for the Services is always available through the MOL Plugee Mobile Application, as well as through the links below:

Hungary - LINK
Croatia - LINK
Slovenia - LINK
Romania - LINK
Czech Republic - LINK
Slovakia - LINK

4. General rules for the use of the Service

4.1 The E-charging Service may be used by the User either as an Ad hoc User by Direct POS Charging or by initiating the charging session via the Application, the Website or as a Registered User by initiating the charging session via the Application, the Website, or directly at a Charging Point equipped with a POS terminal. Additionally, Ad hoc Users may purchase a charging session including a predefined amount of energy at the shop of the Charging Stations. Supplementary Services are available exclusively to Registered Users.

4.2 The Service Provider may temporarily interrupt the provision of the Service for the period of carrying out the necessary maintenance works. The Service may also be interrupted, inter alia, in order to ensure the proper functioning of the electricity system.

4.3 The Service Provider has the right to restrict the provision of the Services on each Charger temporarily or permanently, in whole or in part. The User is notified on this information through the Application.

4.4 The Service Provider may refuse to provide the Services to the User if required by law or by an official/court decision or if any of the Services is being used by the User in conflict with the GTC or otherwise unlawfully or improperly (especially if the Charger is damaged). In the event of denial of the Service, the Parties shall account between each other for the Payment of the Service provided up to the time of the refusal.

The Service Provider is entitled to demand compensation for any damage cased by the User incurred in connection with the denial of the Service and to exercise its rights arising out of the breach of the contract in the event of interruption of the Service.

4.5 When starting, stopping, interrupting, or re-starting the charging process, the User is obliged to be present at the vehicle and verify the charging process. The Service Provider assumes no liability for any issues arising from the User's failure to do so, including cases where the User controls the charging process remotely via a mobile phone without checking the process at the vehicle.

4.6 Only Electric vehicles are allowed to stop at the Charging point. After the expiry of the purchased Charging period or the interruption of the Charger by the Service Provider, the User is entitled to a grace period of 5 minutes to leave the Charging point with his Electric Vehicle and to give the seat to the next User. After the grace period, the User shall leave the Charging point with his Electric Vehicle to ensure the smooth operation. If the User does not leave the Charging point within the period described in this GTC, the User shall pay a fee for the duration of the unauthorized use of the Charging point. In addition, the Service Provider is entitled to move any vehicle that unduly occupy the Charging point and to pass through the cost of the removal and storage to the owner/operator of the vehicle.

4.7. If the Charging point is located in an area owned or used by a third party, the User shall also comply with the terms and conditions of land use set out by these third parties and made available to Users when using the Service.

5. E-charging Service for Ad hoc Users

The Ad hoc Users are entitled to use the E-charging Service without specific registration by making a bank card payment via the Website or the Application, through contactless payment at a direct POS terminal, or by purchasing a predefined energy package at the shop of the Charging Stations, as detailed below.

5.1. E-charging Service through the Website

The Ad hoc User opens the "Find Charger" menu item on the Website or reads the QR code on the Charging Column. If the Ad hoc User opens the Website, it is necessary to select the Charging Device and then the appropriate connector in the "Find Charger" menu item. When the QR code is scanned, it is immediately redirected to the subpage of the respective Charging Device, so that the User can select the appropriate green connector there. After selecting the connector, you can start the Charging Process by dragging the menu item (slider) to start the charging process.

After the start of the charging process, the Ad hoc User shall provide the information necessary for the Payment of Service and billing on the Website. After entering the data, the Ad hoc User can connect

the cable and the power transfer begins. The charging process can be stopped by the Ad hoc User at any time, or the energy transfer will be interrupted, stopped automatically upon reaching the pre-authorization limit, the charge will be charged per minute.The charging process duration may vary depending on the type of electric vehicle.

If the Ad hoc User requires additional charging after the energy transfer is interrupted, stopped upon reaching the pre-authorization limit, the Ad hoc User must restart the entire charging process.

If the charging process is interrupted due to a timeout before the power transfer begins, the Ad hoc User must restart the entire charging process to use the Charging.

5.2. E-charging Service through the Application

The Ad hoc User downloads and installs the Application from the Mobile Device Operating System (IOS, Android) app store (AppStore, Google Play) on his Mobile Device. After downloading and installing the Application, the Ad hoc User will be able to use the E-charging Service as follows.

The Ad hoc User opens the “Find Charger” menu item in the Application or reads the QR code on the Charging Column. If the Ad hoc User opens the Application, it is necessary to select the charging device and then the appropriate connector in the “Find Charger” menu item. When the QR code is scanned, it is immediately redirected to the sub-page of the respective Charging Device, so that the User can select the appropriate green connector there. After selecting the connector, the User can start the Charging Process by dragging the menu item (slider) to start the charging process.

After the Charging process is started, the Ad hoc User shall provide the information required to pay the Consideration and for invoicing through the Application. After entering the data, the Ad hoc User can connect the cable and the power transfer begins. The charging process can be stopped at any time by the Ad hoc User or the energy transfer will be interrupted, stopped automatically upon reaching the pre-authorization limit., the charge will be charged per minuteThe charging process duration may vary depending on the type of electric vehicle.

If the Ad hoc User requires additional charging after the energy transfer is interrupted, stopped upon reaching the pre-authorization limit, the Ad hoc User must restart the entire charging process.

If the charging process is interrupted due to a timeout before the power transfer begins, the Ad hoc User shall restart the entire charging process to use the Charging.

5.3. The terms of payment, including pre-authorized/temporarily blocked charges, for the purchase of the Charging in accordance with the Point 5.1 and 5.2.

After starting the charging process, the Ad hoc User shall provide the details of the Payment Card used to pay for the Payment. After providing the data of the Payment Card, HUF 15,000 will be blocked on the Payment Card provided by the Ad hoc User.

Upon completion of the Charging process, for Charging transactions not exceeding HUF 15,000, the Service Provider deducts the amount due from the temporarily blocked amount, and the remaining balance is released. The crediting of the released amount to the Ad hoc User 's bank account depends on the practices of the financial institution chosen by the Ad hoc User.

In the case of Charging reaching HUF 15,000, the Amount Due will be collected from the Ad hoc User's bank account upon completion of the charging process.

In case of interruption of the charging process due to timeout, no fee will be charged and the amount already blocked on the Payment Card will be released.

5.4 Direct Service purchase at Charging Devices equipped with POS bank card payment terminal

5.4.1.Charging process

5.4.1.1 Charging initiation, pre-authorized/temporarily blocked charges

I.a.The Ad hoc User connects a free cable, a connection head to their vehicle and then selects on the Charger's display whether they want to start the charge with a Payment Card or via Mobile Payment.

I.b.The Ad hoc User selects a free plug on the Charger display and then indicates on the Charger display that they shall use a Payment Card or Mobile Payment to start the Charging.

II. Selecting the option to start the Charging with a Payment Card/Mobile Payment activates the POS, which will ask the Ad hoc User in English - indicating the amount of 15.000,- HUF to be pre-blocked - to tap their Payment Card/Mobile Device at the POS;
III. The Ad hoc User authorises the initiation of the Charging by touching their Payment Card/Mobile Device to the POS;
IV. If the 15.000,- HUF is successfully blocked in case I.a., the Charging will start (the Charging Device display will run a synchronization); in case I.b., the User connects the selected cable and connection head to his vehicle, after which the Charging will start.

5.4.1.2 Charging stops automatically when pre-authorisation limit is reached:

I. When the pre-authorisation limit is reached, the energy transfer is automatically interrupted, ended. The charging process may stop at different times per Electric Vehicle.
II. The final amount will be displayed on the POS (the final amount calculated on the basis of the final kWh volume will appear on the bank account of the Ad hoc User, depending on the banking system);
III.The connection head is returned to its place by the Ad hoc User;

5.4.1.3 Stop charging by the Ad hoc User:
The charging process can be stopped at any time by the Ad hoc User.

I. On the Charger display, the Ad Hoc User selects the connector on which the Charging is running, then clicks Stop Charging;
II.At the request of the Charging Display, the Ad hoc User contacts the Payment Card/Mobile Device – the same one that was used to initiate the Charging - to the POS, which effectively stops the Charging; The stopping of the Charging process may occur at different times per Electric Vehicle.
III. The final amount will be displayed at the POS. (The final amount - calculated on the basis of the used kWh volume - will appear on the bank account of the Ad hoc User, depending on the banking system);
IV.The connection head is returned to its place by the Ad hoc User;

5.4.2. If the charging process is interrupted due to a timeout before the start of the energy transfer, the Ad hoc User shall restart the entire charging process in order to enable power transfer again.

5.4.3 In case the Ad hoc User requires additional charging after the interruption/ending of the energy uptake after reaching the pre-authorisation limit, the Ad-hoc User must restart the entire charging process.

5.4.4 Payment terms in case of purchase of Charge as set out in clause 5.4

Upon completion of the charging process, for Charging transactions not exceeding HUF 15,000, the Service Provider deducts the Amount Due from the blocked amount, and the remaining balance is released. The crediting of the released amount to the Ad hoc User 's bank account depends on the practices of the Ad hoc User’s financial institution.

For Charging transactions reaching HUF 15,000, the amount due will be collected from the Ad hoc User's bank account upon completion of the charging process.

5.5. The Ad hoc User may purchase the Charging at the shop of the Charging Station as follows.

In the shop of the Charging station, only Charging containing a predetermined amount of energy can be purchased, at the consumer prices in force at any given time. The amount of charging quantities available for purchase and its prices under the links in point 3.5.3 (on the Website) and in the Application The payment for the Charging purchased in this way may be paid at the Charging Station by cash, Payment Card, Mobile Device and by fuel cards issued by MOL Group.

After purchasing the Charging, the staff of the Charging Station will start the charging process.

If the Ad hoc User does not want to use the full amount of the purchased Charging, the staff will stop the charging process at the request of the Ad hoc User. In this case, the Service Provider will not refund the Payment for the quantity purchased but not used.

If the Ad hoc User uses the full amount of the purchased Charging, the charging process will stop automatically.

5.6. The Payment of the Charging for Ad hoc Users

The Payment for the Charge provided to the Ad hoc Users pursuant to Point 5.1, 5.2 and 5.4 consists of the following fees:

- Consumed charging unit (kWh)
- Price per minute

The price per minute will be charged from the 31st minute of the given Charging, for each minute started until the charging process stops. The method of stopping the charging process may differ between manufacturers of electric vehicles, therefore it is the obligation of the Ad hoc User to ensure in advance that when and how the charging process for the Electric vehicle stops and the Service Provider will not take responsibility for it.

In the case of the E-charging Service purchased in the building of the Charging Station, the Ad hoc User shall not pay for further price per minute in addition to the previously purchased charging quantity.

The fee for Charging services provided to Ad hoc Users pursuant to Points 5.1, 5.2, 5.4, and 5.5 is calculated on the basis of the amount of energy consumed (kWh).

Following the start of the E-charging Service, based on Act CVIII of 2001 on certain aspects of electronic commerce services and information society services (E- Commerce Act), the Ad hoc User shall not withdraw from the Service provided to him through the Application, the Website or via Direct POS Charging and the Ad hoc User is not entitled to reclaim the payment in the event beyond what is described in this GTC.

6. E-charging Service used by Registered Users

The Users who wish to purchase the Charging on more favourable conditions than the Ad hoc Users or to use the Additional Services provided by the Service Provider shall register on the Website or in the Application and create a User Account prior to the use of the Charging.

By registering, a Framework Agreement is established between the Service Provider and the Registered User for the provision and use of the Services.

During the registration process, the Service Provider continuously provides the User with the opportunity to correct the data provided by the User, both on the Website and through the Application. In addition to the email address, the Service Provider will also provide the possibility to correct the data provided by the User after registration.

6.1. Registration through the Website

The User shall provide his real email address and complete the data on the registration form (name, mobile phone number, billing details) on the Website after clicking on “File a registration” and accept the Service Provider’s General Terms and Conditions and Privacy Notice. In addition, a password defined by the User that belongs to the Service shall be provided which is at least 8 (eight) characters long. Once the data has been successfully provided, the User shall provide the Payment Card details to be used for payment as follows:

(i) The Payment Card data shall be provided by the User in the online interface provided by the Service Provider. The User can only provide the details of the Payment Card in his own name.
(ii) Only one Payment Card can be assigned to a User Account.
(iii) Registration of a new Payment Card requires the authentication of the Payment Card provided by the User. In doing so, the Payment Card will be charged, which will be immediately returned by the Service Provider to the User.

The Service Provider confirms the User’s registration declaration without delay and sends the User an SMS code and an email to the User Account requesting the activation. If the email and/or SMS providing that the activation is not received within 24 hours to the email address or telephone number provided by the User, the User shall notify the Service Provider.

The User can activate his Account by clicking on the activation link in the email received from the Service Provider or by typing the code received in the SMS on the Website or in the Application. By activating the User Account, the registration will be complete.

6.2. Registration through the Application

The User downloads and installs the Application necessary for the Registration from the application store (AppStore, Google Play) suitable for the operation system (IOS, Android) of the User’s Mobile device.

In order to first log on to the Application, the User is requested to enter a real email address by clicking on “File a registration" and to provide a password for the Service, which is at least 8 (eight) characters long. In addition, the User shall fill in the registration form and provide his last name, first name, email address, telephone number, language, password, billing address and mailing address (if different from the billing address).

In order to proceed, the User is required to accept the GTC and to declare that he/she has read the Privacy Notice by using the checkbox/slider.

As a next step, the User is required to provide the billing details and Payment Card details to make future payments. The Payment Card provided by the User shall meet the following conditions.

(i) The Payment Card information shall be provided by the User in the interface provided by the Service Provider. The User can only enter the details of the Payment Card in his own name.
(ii) Only one Payment Card can be assigned to a User Account.

(iii) Registration of a new Payment Card requires the authentication of the Payment Card provided by the User. In doing so, the Payment Card will be charged, which will be immediately returned by the Service Provider to the User.

The Service Provider confirms the User's registration declaration without delay and sends the User an SMS code and an email to the User Account requesting the activation. If the email and/or SMS activation is not received within 24 hours to the email address or telephone number provided by the User, the User shall notify the Service Provider.

The User can activate his Account by clicking on the activation link sent in email by the Service Provider or by typing the code received in SMS on the Website or in writing it into the Application. By activating the User Account, the registration will be complete.

6.3. E-charging Service through the Website

After entering the User Account of the Registered User will open the "Find the Charger" menu item on the Website or scan the QR code on the Charging Column. If the Registered User opens the Website, it is necessary to select the Charger and the appropriate connector in the "Find Charger" menu item. When the QR code is scanned, it is immediately redirected to the sub-page of the specific Charging Device, so that the Registered User can select the appropriate green connector there. After selecting the connector, the User can start the charging process by dragging the menu item (slider) relating to the starting of the Charging process.

After the start of the charging process, the Registered User can connect the cable and the power transfer begins. The charging process can be stopped at any time by the Registered User or the power transfer is interrupted when the vehicle is fully charged. The termination time of the charging process may vary depending on the type of electric vehicle, price per minute shall be charged.

If the charging process is interrupted due to a timeout before the power transfer begins, the Registered User must restart the entire charging process to use the Charging.

6.4. E-charging Service through the Application

After Registration, the Registered User is entitled to use the E-charging Service as follows.

The Registered User opens the "Find Charger" menu item in the App or reads the QR code on the Charging Column. If the Registered User opens the App, it is necessary to select the Charging Device and then the appropriate connector in the "Find Charger" menu item. When the QR code is scanned, it is immediately redirected to the subpage of the respective Charging Device, so that the User can select the appropriate green connector there. After selecting the connector, you can start the Charging Process by dragging the menu item (slider) to start the charging process.

After the start of the charging process, the Registered User can connect the cable and the power transfer begins. The charging process can be stopped at any time by the Registered User or the power transfer is interrupted when the vehicle is fully charged. The termination time of the charging process may vary depending on on the type of electric vehicle., price per minute shall be charged.

If the charging process is interrupted due to a timeout before the power transfer begins, the Ad hoc User shall restart the entire charging process to use the Charging.

6.5. Payment for the E-charging Service

After the start of the Charging process, no amount will be blocked by the Service Provider on the Payment Card provided by the Registered User.

At the end of the charging process, the Service Provider collect the full amount of E-charging from the Payment Card provided by the Registered User.

The Payment provided for the Registered Users is made up of the following rates:

- Consumed charging unit (kWh)
- Price per minute

The price per minute from the 31st minute of the Charging will be charged for every additional minute until the charging process stops. The method of stopping the charging process may differ between manufacturers of electric vehicles, therefore it is the obligation of the Registered User to ensure in advance that when and how the charging process for the Electric vehicle stops and the Service Provider will not take responsibility for it.

Following the start of the E-charging Service, based on Act CVIII of 2001 on certain aspects of electronic commerce services and information society services (E- Commerce Act) and the 45/2014. (II. 26.) Gov. decree section 29.§., the Ad hoc User shall not withdraw from the Service provided to him through the Application or the Website and the Ad hoc User is not entitled to reclaim the payment in the event beyond what is described in this GTC.

6.6. Connecting MOL Plugee and MOL MOVE User Accounts

The user has the option to connect the MOL Plugee User Account in the loyalty program operated by the Service Provider to the user account created in MOL MOVE.

The linking process is as follows:

(i) The User can initiate the interconnection from MOL MOVE application by selecting “My Profile” menu and clicking on the “MOL Plugee Interconnection” icon in “Limo & Plugee” menu.
(ii) According to the system notice, the User shall enter his 6 or 7-digit customer code and then click on the “Plugee Interconnection” button. (The 6 or 7-digit customer code can be found in the Application’s “My Account” menu / in “Package” menu’s upper right corner.)
After linking the user accounts:

(i) MOL Plugee transactions will automatically appear among the transactions of the MOL MOVE loyalty program, as a result of which the User can receive loyalty points based on the relevant rules of MOL MOVE. The acquired points can be tracked in the "Activities" menu item of the MOL Plugee application.

(ii) the system automatically sends an e-mail to the User containing an activation code.
The User shall use/enter the activation code in the MOL Plugee Application’s/Website's “Package” menu by selecting the “Add Plan” (in case of Application) or “Add Package” (in case of Website) option, ticking “I have a coupon” checkbox. After entering the activation code, the system automatically activates the package / price discount (hereinafter: MOVE price discount) corresponding to the User’s current MOL MOVE Loyalty Program level (Green and Silver loyalty levels or Gold and VIP loyalty levels).

• Price discount for MOVE Green and Silver loyalty levels:

10 HUF/kWh discount from MOL Plugee Registered User prices

• Price discount for MOVE Gold and VIP loyalty levels:

20 HUF/kWh discount from MOL Plugee Registered User prices

If the User does not complete the activation steps set out in this point (ii) or does not complete them properly as per requested, the package/price discount belonging to the current MOL MOVE Loyalty Program loyalty level (Green and Silver loyalty levels or Gold and VIP loyalty levels) will not be activated. In case the activation was not performed or not properly performed (as prescribed in Article 6.6), the User is not entitled for MOVE price discount. In case a User cannot apply the MOVE price discount due to the lack of his/her activation process or his/her improper activation process, the Service Provider does not provide any post-credit validation possibilities to this User.

MOVE price discounts can only be apply to the Registered Users.

MOVE price discounts do not apply to the charging services purchased (fixed kWh packages) in the building of the Charging Stations.

The entitlement to an MOVE price discount starts upon reaching a loyalty-level defined In MOL MOVE's GTC (including reclassification from a given level to a lower level), and lasts until its validity period, given that the User had linked his/her user account and had performed the necessary activation in accordance with this Article 6.6.

Corporate customers/business users with a virtual fuel card are not eligible for the MOVE discount. They are subject to the prices and discount levels set out in the Corporate Framework Agreement.

The user can initiate the separation of the two accounts at any time through the MOL MOVE customer service. If the User has any questions regarding the coupons and discounts provided by MOL MOVE, they can contact MOL MOVE at:

Contact (molmove.hu)

The MOL MOVE General Terms and Conditions and Data Management Information are available at the following links:

GTC (molmove.hu)
Privacy Policy (molmove.hu)

7. Supplementary Services

The Service Provider provides the following Additional Services for the Registered Users.

Profile:
The User can modify the data and consents previously provided during the registration and set a profile picture.

Vehicles:
The User may add his vehicle or vehicles (manufacturer, model and vintage) with which he can use the Service.

Charging history:
The User can check his previous charges, set any period or choose between predefined periods. The User can get information about the time, location, used service, charged power, charging time, charging ID, charging cost, member/user doing the charge, charging ID, charging connector and the package/subscription used during the charging.

Transactions & Invoices:

The User may check the Payment Card charges based on the charges or may look at the Supporting documents electronically.

Saved card:
The User can manage/edit the Payment Card information that he has provided, add new ones or delete them.

Members:
The User can add multiple subusers (family members, colleagues) who can use the E-charging Service based on the payment information provided in the main user's account.

8. Invoicing Terms & Conditions

8.1. Invoicing for Ad hoc Users

8.1.1. Ad hoc Users using the Charging Service via the Application or the Website

An invoice for the Charging will be issued.

In order to issue an Invoice for payment of the charge after the start of the E-charging Service, the Ad hoc User is obliged to provide his billing details and email address to which the Service Provider sends the invoice. The email address is intended solely for the purpose of sending the Voucher and is not stored or used by the Service Provider for any other purpose.

8.1.2 Ad hoc Users using the Direct POS Charging

A Supporting document is not automatically provided to the Ad hoc User.

If the Ad hoc User wishes to receive an invoice for their transaction, they may contact the Service Provider's Customer Service at: info@molplugee.hu or +36 1 998 9888.

To issue the invoice, the User must provide the following information: the date of the transaction, the total amount of the transaction, User details (name, address, tax number for companies), and the last four digits of the Payment Card used.

8.2. Invoicing for Registered Users

The Supporting document (invoice or simplified invoice) is issued for the Charging, which can be found by the Registered User by entering the "Transactions & Invoices" item of the User account. The Supporting document will not normally be sent to the Registered User's email address, which the Registered User can initiate himself within the "Transactions & Accounts" section of his user account.

8.3 Legal consequences related to late payment and other fees that may be charged by the Service Provider

If the User has a delay of more than 3 days from the date of charging, the Service Provider will notify the User by e-mail of the outstanding debt.
If a registered User has a delay of more than 10 days from the date of charging, the Service Provider is entitled to suspend the user account, in which the User can log in, but cannot start a new charge. The suspension of the User's account shall be ceased by the Service Provider if all fees have been paid in full by the User.

If the User has a delay of more than 10 days from the date of charging, the legal representative of the Service Provider shall request the fulfilment of the arrears in an official letter, at the same time the Service Provider charges the fee specified in 18.2. (Penalty fee).
If the User does not settle his / her debt on the 18th day after the date of charging, the Service Provider shall request the User to pay the arrears for the last time before handing over for debt management, at the same time the Service Provider charges the fee specified in 18.2. (Penalty fee)
If the User's debt is not settled promptly, the data on the fee of Charge and the charged Management Fees shall be handed over for receivables management, in the framework of which the Service Provider's contracted receivables manager shall attempt to collect the User's debt.
The Service Provider may terminate the user contract with immediate effect after the 20th day from the date of the unpaid charge.

9. Roaming

In the event of Roaming Services, the conditions laid down in these GTC shall be applied with additions listed below. If there is any difference between this chapter and the rest of the GTC, the provisions of this chapter shall prevail.

The provisions of this Chapter shall apply to Registered Users only. Charging services for Ad hoc Users are always governed by the general terms and conditions of the MOL Group member that is registered in the country where the respective charger is located. The relevant countries and MOL Group members are included in sections 9.1.1. and 9.2.2.

9.1. General provisions

9.1.1. The Service Provider provides Roaming Services to Registered Users in the following countries.

Czech Republic
Croatia
Romania
Slovakia
Slovenia

9.1.2. The Service Provider provides the Roaming Service with the participation of the following MOL Group members as Roaming Service Providers in the case of Roaming within MOL network and Roaming outside MOL network.

MOL ČESKÁ REPUBLIKA, S.R.O. – Czech Republic
MOL Romania Petroleum Products SRL – Romania
MOL Slovenija d.o.o. – Slovenia
SLOVNAFT a.s. – Slovak Republic
Tifon d.o.o. – Croatia

9.1.3. In the event of using the Roaming Service, the Roaming Service Provider, in country where its electromobility service is rendered, shall join to the contractual relationship established between the parties along with MOL as a contracting party. The Service Provider declares and warrants that it has a commitment from all Roaming Service Providers referred to above in which the Roaming Service Provider undertakes to accede to the contractual relationship in this case and to perform the Roaming Service requested by the Registered User. By using the Roaming Service, the Registered User acknowledges and consents that the Roaming Service Provider joins the contractual relationship established between the parties as a contracting party along with MOL.

9.1.4. The Registered User pays the consideration for the Roaming Service used to the Roaming Service Provider country where its electromobility service is rendered.

9.1.5. The consideration for the Roaming Service used will be issued by the MOL Group member within whose service area the Roaming Service was used. The consideration for the Roaming Service will be issued and collected in the official currency of the country where its electromobility service is rendered.

The Roaming service can be used in the following ways.

9.2. Roaming within MOL network

The Service Provider ensures that the Registered User uses the Charging Service on the Charging Devices operated by the Roaming Service Providers.

9.3. Roaming outside MOL network

9.3.1. Within the framework of this Framework Agreement, the Registered User has the opportunity to use the Charging Service through the Charging Devices operated by third parties who are not members of MOL Group, which third parties have entered into a contract with MOL in this regard. It is currently available in countries where the Service Provider or a Roaming Service Provider provides Charging Services.

9.3.2. Chargers available outside MOL network are marked in different colours by the Service Provider in the Application and on the Website.

9.3.3. The Service Provider hereby also informs the Registered User that in the case of Roaming outside MOL network, the fees to be paid by the Registered User may differ from the fees applied within MOL network. The Service Provider also indicates the fee and availability of the use of the given Charging Device in the Application and on the Website, based on the information provided by the Charging Device operators, however, it shall not take responsibility for the information concerned whether it is based on facts. The Registered User may report any failure of the Charging Device to the customer service of the third party operating the Charging Device, and the Service Provider and the Roaming Service Provider shall not be liable for resolving the consequences of the failure.

9.4. The Service Provider draws the Registered Users attention that special provisions – included in separately in Article 17 of this GTC – may apply to Roaming in certain countries. In case of contradiction the special provisions may apply.

10. Termination of the Service, deletion of the User Account

10.1. Deletion of the User Account by the Registered User

The Registered User is entitled to initiate the deletion of his/her User Account (if the User has no outstanding debts) at any time via the following channels: on the Website, by e-mail, by phone, or on the Application (App menu > My Account > Profile > Delete account). All these requests are channeled to the Customer Service, who initiates customer data deletion in the systems based on the request.
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In the case of the Registered User, the User Account will be deleted within 30 days of the deletion being initiated by the Registered User, provided that the Registered User is not entitled to use the E-charging Service as a Registered User after the initiation of the deletion.
The User has the right to restore the User Account and register or cancel its deletion intent before deleting the User Account. If the deadline is missed, the User shall register again and only after the re-registration be able use the E-charging Service as Registered User.

10.2. Restrict or delete the User Account by the Service Provider

The Service Provider has the right to delete the User Account of the Registered User even with immediate effect or to suspend the use of it by the User if

- the Registered User violates this GTC, or
- the registered User's conduct violates MOL's reputation or the rights and legitimate interests of others, or
- the Registered User has caused damage to the Service Provider by its conduct, or
- the Registered User has provided wrong or misleading information during the registration or the use of the Service, or
- the Registered User does not pay the Payment of the Service, Case management fees and/or the tariff due that has been imposed for unjustifiable parking at due date, or
- a legal person Registered User is insolvent and winding-up proceedings have been initiated against him.

In the event of a restriction or deletion with immediate effect done because of the above reasons, the Service Provider is not obliged to notify the Registered User in advance of its existence. The User agrees that the Service Provider will not be liable in any way for any damages caused by the deletions or restrictions contained in this Point.

In the event of an immediate deletion, the Service Provider shall have the right to claim damages from the User associated with it.

In addition to the foregoing, the Service Provider reserves the right to

- deactivate any accounts that have not been active for at least six (6) months;
- delete the data from the deactivated accounts;
- stop the provision of the Application or Service or access to the website at any time, for any reason and without prior notice, where it is necessary for the security of the website or the provision of the Service and for the security of the personal data or for other reasons of overriding public interest. In this case, the Service Provider shall notify the affected Users by a system message of the resetting of the Service or the User's access to the account.

11. Data privacy

11.1 The Service Provider shall process the data made available by the User in compliance with the effective Hungarian and European Union laws and regulations, in particular the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR).

12. Notices

12.1 *Notice by registered mail with acknowledgement of receipt*

If delivery by registered mail with acknowledgement of receipt in relation to pursuing a claim arising out of the legal relationship between the Parties or performing any legal statement is required, and the addressed Party does not accept the registered mail sent to the notification address specified in this GTC or, if it is not available, to the registered address of the Party, for any reason, the delivery of the letter shall be attempted again. If the repeated delivery attempt fails, the letter shall be considered delivered after 5 (five) days from the date on which the letter was sent again.

12.2 *Notice sent electronically*

The Registered User and the Service Provider shall notify one another about the information in connection with provisions of the services electronically - including requests and notices sent to the User by the Service Provider, Roaming Service Provider in case of non-payment of the Service fee - using the email address of the Service Provider's Customer Service and the email address provided by the User.

In the absence of confirmation, notices sent electronically by email to and from the email addresses above shall be deemed to have been delivered **one working day after the time of sending them.**

Notices and confirmations sent electronically by email under the agreement will reach the User and the Service Provider without official or due signature and identification to substitute such signatures which the Parties shall take note of and be considered as adopted unless they can prove otherwise.

In respect of emails generated in line with the rules set out in the present GTC, the Parties may not claim before any court or other authority that these fail to comply with the requirements of the written documents issued on behalf of the Service Provider or the User, unless such emails can be proven to have been used fraudulently or with some other unlawful intention.

In the event of any dispute arising in connection with the sender's email about the sender's identity or the contents of the message, the sender shall bear the burden of proving that the message was sent by a person other than that indicated as sender or with contents other that what was received.

The Parties declare that they consider the emailing system to be used safe and suitable at the time of concluding the agreement and agree to notify the other Party without delay upon becoming aware of any threat to the security of the system. The Parties shall be liable for the damage arising out of any delay in providing such information.

The Parties agree that the mail sent electronically (email) shall be deemed to be the official form of keeping contact only in the cases where and to the extent this is expressly allowed in this Agreement.

13. Liability

13.1 Service Provider's liability

13.1.1 The Service Provider will not be held liable for any consequences arising from the User's breach of the provisions of this GTC, including but not limited to the events that may be associated with the improper use of the Service by the User, the User's conduct or violation of the rules etc. accepted by the User.

13.1.2 The Service Provider's liability will be limited to liability for conduct that damages life or physical integrity and for the damage caused by the Service Provider's wilful conduct. In addition to the above,

the Service Provider will not be held liable for any direct or indirect damage stemming from the use of the Service, including but not limited to loss of profits and resulting damage.
13.1.3 The Service Provider may not be obliged to bear or compensate for damage that can be attributed to circumstances outside its control.
13.1.4 The Service Provider may not be held liable for technical disturbances, including but not limited to any failure of supply of electricity, internet or computer network services.
13.1.5 The Service Provider will not assume liability for any damage arising from the use, improper operation or the deletion of any part or contents of the Application.
13.1.6. The Service Provider is not responsible for the application of the terms and conditions of land use defined by the third party and made available to the User when using the Charging Device owned or used by a third party.
13.2 User's liability
13.2.1 The User shall bear or refund all damage arising out of any violation of the requirements set out in the GTC or the usage of the Service.
13.2.2 The User shall be relieved from liability if he proves that the breach of agreement was caused by a circumstance outside his control that could not be foreseen at the time of concluding the agreement and he could not be expected to avoid that circumstance or prevent the damage.
13.2.3 The User assumes liability for and warrants that he uses the E-charging service only with an Electric vehicle and its accessories that are suitable for the proper use and comply with the effective laws, regulations and standards applicable to Electric vehicles and their accessories. The User shall be liable for all damage resulting from the E-charging service used by Electric vehicle or its accessory that does not comply with the requirements set out above.
13.2.4 All costs, damages and other detrimental legal consequences arising from the breach of the provisions of the GTC or any other rule relating to the use of the Service shall be borne solely by the User who violated the GTC and the User shall exempt the Service Provider of any damages or costs incurred by third parties against the Service Provider for breach of the User's contract (violation of the GTC regulations or other rule governing the use of the Service).
13.2.5 The User shall be aware of the fact that the chargers are high-voltage equipment designed specifically for charging electric vehicles and therefore may only be used in compliance with the instructions for the operation and use. The Service Provider shall make every effort to prevent all forms of intentionally improper use but may not be held liable for the damage the User may sustain as a result of the improper use.
13.2.6. The User is responsible for providing real personal data and a valid, existing e-mail address, and for maintaining the e-mail address provided registration during the use of the Service. The Service Provider shall not be liable for any damage resulting from failure to notify, or the Service Provider shall be entitled to charge surcharges for overdue debts in accordance with Clause 8.3 even if the payment request could not be delivered because the User did not keep the e-mail address provided in this section. maintained or provided a false email address or address information.
13.2.7 The Registered User shall store the data necessary for the access to his User Account and thus for the usage of the Service therethrough in a protected manner that is not available to third parties.

The Service Provider shall not be liable for any damages resulting from the availability of this data to third parties for reasons attributable to the Registered User.

14. Complaints handling, customer service

14.1 The User may contact the Customer Service with his complaint orally or in writing, using the Customer Service's mailing or email address or telephone number, or contact the appointed employees of the Service Provider available at the location of the Service.
In addition to the above, the User may make a complaint directly to the attendant at the charging station for services provided for remuneration.

14.2 If the User submits his complaint to the Customer Service orally, the Customer Service shall record the complaint in minutes and hand over a copy of the minutes to the User in person or, in the case of a complaint submitted by phone, deliver it to the User at the time of sending the answer to the complaint.

If the User raises a complaint with an attendant at the charging station, the attendant will take minutes of the complaint and hand over a copy to the User in person.

In case the User is complaining orally with a colleague from the contracted third-party supplier, a template could be filled out and one copy of it may be given to the user personally.

14.3 The minutes taken of the complaint shall contain the following:

a) Name and address of the User,
b) Place, time and manner of submitting the complaint,
c) A detailed description of the User's complaint, list of documents and other evidence presented by the User,
d) A statement from the business on its position concerning the User's complaint if it is possible to investigate the complaint immediately,
e) Signature of the person recording the minutes and of the User, except for oral complaints communicated by phone or other electronic communications services,
f) Place and time of recording the minutes,
g) Unique identification number of the complaint for oral complaints communicated by phone or other electronic communications services,
h) Statement on the awareness and acceptance of the Privacy Notice,
i) ID and type of the charger used,
j) Type of the charging connector used,
k) Model and year of manufacture of the vehicle.

14.4 The Service Provider shall operate a customer service during which the phone call conducted with the customer service is recorded which aims that the Service Provider can credibly demonstrate the events in the case of a consumer dispute.

In the event that the User uses obscene and profane language with the employees of the customer service or the Service Provider or insults them, the Service Provider is entitled to terminate the call.

14.5 The Service Provider shall send its substantive response regarding the complaint to the User by email or in writing by registered mail within thirty (30) days. The Service Provider shall provide reasons for the decision rejecting the complaint.

14.6 The Service Provider shall safeguard the complaint or the minutes recorded thereof and a copy of the substantive response for 3 (five) years and present it if requested by the authorities supervising it.

14.7 In the event of a consumer dispute, the User may lodge a complaint with the competent consumer protection authority (Government Office), the contact details of which can be found at the following link: Fogyasztói Portál (kormany.hu)

In the event of a complaint, the User has the right to contact the conciliation body competent for his/her place of residence and domicile, the contact details of which can be found here: https://fogyasztovedelem.kormany.hu/#/bekelteto_testuletek

The service provider shall not accept the decision of the conciliation body as binding.

In case of a complaint, the User may also use the EU online dispute resolution website, which is available at:
http://ec.europa.eu/odr

You can register your complaint on the following website:
Online Dispute Resolution | European Commission (europa.eu)

15. Marketing

15.1. The Service Provider may send general marketing (advertising) messages, discount offers, coupons by post, email or telephone contact, in SMS or through the Application, if the User gives its consent.

15.2. You may advertise or make available the offer of certain third-party service providers, sponsors, advertisers (hereinafter referred to as “Traders”) through the Website or the Application in connection with promotions and prize competitions. The Service Provider does not operate or control the products or services offered or provided by the Traders and is not responsible for the information provided by the User to the Traders. The information provided by the Traders about the promotions and campaigns, as well as the rules of participation (including the privacy policies) is considered an independent transaction between the Trader and the User, and the Service Provider is not responsible for their content and compliance. The Service Provider and the Traders are independent contractors and neither party has any authorization or commitment on behalf of the other.

15.3. The Website or the Application may contain links to other websites in connection with marketing and promotional offers. The Service Provider is not responsible for the content and data accuracy or IT security expressed on such websites, and the Service Provider does not examine or verify their accuracy or completeness. The User opens these websites operated by third parties at his own risk. Traders are responsible for ensuring that the advertising, promotions or prize competitions and materials made available on the Website or in the Mobile Application are accurate and comply with the applicable laws and regulations. The Service Provider is not responsible for the unlawfulness of the materials and products of the Traders, for any errors, inaccuracies, liability for defects or title warranty.

15.4. If the Service Provider entrusts an independent agency or marketing office with the implementation of a prize competition or promotion, the Service Provider is not responsible for the processing, fulfilment, invoicing and customer service provided in connection with the prize competition.

16. Miscellaneous provisions

16.1. The Parties shall inform each other in the event of any facts, data, circumstances or information relevant to the use of the Service.

16.2 By concluding the Agreement, the User certifies that he has accessed the MOL Group's Code of Ethics for Business Partners online at www.mol.hu or it was available in paper format at the charging station, he has become familiar with the requirements therein and agreed to be bound by them, and thus he shall not invoke a lack of awareness of those requirements during the performance of the Agreement.

16.3 Force Majeure

It shall not constitute a breach of contract if any of the contracting Parties is not able to perform its obligations set out in this Agreement for any reason not imputable to any of the Parties (force majeure). A force majeure event includes any unforeseen event that cannot be prevented with human power (e.g. war, earthquake, flood, fire and terrorist action, epidemic, state of emergency ordered by the Government or a similar measure thereof etc.), which does not depend on the will of the Parties and directly impede the particular Party, other than the case of the financial settlement, in fulfilling his contractual obligations.

16.4 The Parties agree that all issues regulated in this GTC, including the issue of the validity of the agreement and the contractual stipulations, representations, covenants and obligations, shall be decided by applying the rules of Hungarian law.

Any third party not expressly granted any rights in this GTC may not demand services stipulated in this GTC.

16.5 The Parties shall attempt to settle all disputes related to this Agreement amicably. The disputes that cannot be settled amicably shall be settled before the competent court having jurisdiction on the matter according to the Code for Civil Procedure currently in force.

16.6 The Agreement (Individual Agreement and the GTC with its annexes) shall form an inseparable part of this GTC.

16.7 Should there be any discrepancies between the different language versions of the GTC, the Hungarian version shall prevail.

17. Special provisions applying for Roaming by MOL Česká republika, s.r.o.

In the event of Roaming Services in the Czech Republic, the Roaming Service Provider of the Service will be MOL Česká republika, s.r.o., registered office: Purkyňova 2121/3, Nové Město, 110 00 Praha 1, Czech republic, ID number: 49450301, Tax ID number: CZ49450301, registered in Commercial Register maintained by the Municipal Court in Prague, file number: C 96735. Customer Service: Phone Number: +420 296 330 822, www.molplugee.cz

The conditions laid down in these GTC shall be applied with additions listed below. If there is any difference between this chapter and the rest of the GTC, the provisions of this chapter shall prevail.

17.1. The provisions of 13.1.2 and 15.4 of GTC do not apply.

17.2. The following provisions of the GTC shall apply in the amended mode as set out below:

4. General rules for the use of the Service

4.5 Only Electric vehicles are allowed to stop at the Charging point. After the expiry of the purchased Charging period or the interruption of the Charger by the Service Provider, the User is entitled to a grace period of 5 minutes to leave the Charging point with his Electric Vehicle and to give the seat to

the next User. After the grace period, the User shall leave the Charging point with his Electric Vehicle to ensure the smooth operation.

6. E-charging Service used by Registered Users

6.3. E-charging Service through the Website

After entering the User Account of the Registered User will open the “Find the Charger” menu item on the Website or scan the QR code on the Charging Column. If the Registered User opens the Website, it is necessary to select the Charger and the appropriate connector in the "Find Charger" menu item. When the QR code is scanned, it is immediately redirected to the sub-page of the specific Charging Device, so that the Registered User can select the appropriate green connector there. After selecting the connector, the User can start the charging process by dragging the menu item (slider) relating to the starting of the Charging process.

After the start of the charging process, the Registered User can connect the cable and the power transfer begins. The charging process can be stopped at any time by the Registered User or the power transfer is interrupted, stopped when the vehicle is fully charged., per minute shall be charged.

If the charging process is interrupted due to a timeout before the power transfer begins, the Registered User must restart the entire charging process to use the Charging.

6.4. E-charging Service through the Application

After Registration, the Registered User is entitled to use the E-charging Service as follows.

The Registered User opens the “Find Charger” menu item in the App or reads the QR code on the Charging Column. If the Registered User opens the App, it is necessary to select the Charging Device and then the appropriate connector in the “Find Charger” menu item. When the QR code is scanned, it is immediately redirected to the subpage of the respective Charging Device, so that the User can select the appropriate green connector there. After selecting the connector, you can start the Charging Process by dragging the menu item (slider) to start the charging process.

After the start of the charging process, the Registered User can connect the cable and the power transfer begins. The charging process can be stopped at any time by the Registered User or the power transfer is interrupted, stopped when the vehicle is fully charged, per minute shall be charged..

If the charging process is interrupted due to a timeout before the power transfer begins, the Registered User shall restart the entire charging process to use the Charging.

6.5. Payment for the E-charging Service

The Payment provided for the Registered Users is made up of the following rates:

- Consumed charging unit (kWh)
- Price per minute

The price per minute from the 31st minute of the Charging will be charged for every additional minute until the Registered User disconnects the Electric vehicle from the cable.

The current amount of the charged unit and the price per minute shall be determined under the links in point 3.5..

Following the start of the E-charging Service, based on § 1837 Letter a) Civil Code, the Registered User agrees that according to the fact, that the Service is provided before the expiry of the withdrawal period he shall not withdraw from the Service provided to him through the Application, the Website or via Direct POS Charging before the expiry of the withdrawal period.

13. User's liability

13.2.6. The User is responsible for providing real personal data and a valid, existing e-mail address, and for maintaining the e-mail address provided registration during the use of the Service. The Service Provider shall not be liable for any damage resulting from failure to notify the valid personal data of the User.

14. Complaints handling, customer service

14.1 The User may contact the Customer Service with his complaint orally or in writing, using the Customer Service's mailing or email address or telephone number, or contact the appointed employees of the Service Provider available at the location of the Service.
In addition to the above, the User may make a complaint at any Service station of the Service Provider, where the charger is placed directly to the attendant at the charging station or at the seat of the Service Provider.
The User shall claim for defects in the Service without undue delay after he should have discovered the defect with sufficient care, but no later than 24 months after the provision of the Service.

User's rights from defects in the Service:
If the User does not specify the method of handling the complaint, then the Service Provider instructs the User that he/she may request one of the options listed below, depending on whether the defect is a removable or non-removable defect of the Services.
Remediable Defects
If the Service defects are removable, the User has the right to choose between:
(a) providing a corrective Service,
b) providing what was not provided in the Service, or
c) a reasonable discount on the price of the Service.
Non-remediable defects
If the Service is an irremediable defect, the User has the right to choose between:
(a) withdrawal from the Service contract; or
b) a reasonable discount on the price of the Service.

14.5 The Service Provider shall send its substantive response regarding the complaint to the User by email or in writing by registered mail without undue delay, no later than thirty (30) days from the date of filing the complaint. The Service Provider shall provide reasons for the decision rejecting the complaint.

14.6 The Service Provider shall safeguard the complaint or the minutes recorded thereof and a copy of the substantive response for 4 (four) years and present it if requested by the authorities supervising it.

14.7 In the event of customer disputes, the User may contact the conciliation panels having competence at the User's place of permanent or temporary residence and. may submit a proposal for an out-of-court settlement of such a dispute to the designated entity for out-of-court settlement of consumer disputes, which is
Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz, website: adr.coi.cz

18. Outstanding debt management

18.1. If the User is in default of payment, the Service Provider, Roaming Provider may, in addition to the provisions of the previous paragraphs, send the User a payment notice and on the 6th day following the day of default, the Service Provider, Roaming Provider shall be entitled to impose a penalty in the amount specified for this purpose in the Price list.

18.2. Penalty fee per unsettled charge by country:

Hungary – 6,000 HUF
Croatia – 16 EUR
Slovenia – 16 EUR
Romania – 80 RON
Czech Republic – 400 CZK
Slovakia – 16 EUR

18.3. When using a roaming service, the Service Provider or Roaming Provider is entitled to send a payment notice, to collect the outstanding amount, to enforce a claim.

18.4.The User authorizes the Service Provider, Roaming Provider to initiate debits to his/her registered payment instrument for any fees, costs, fines, damages, penalties arising under the Framework Agreement, Individual Agreement.

18.5.Service Provider, Romaing Service Provider shall be entitled to engage a claims management company or law firm to enforce its claims.

18.6.In the event of late payment by the User, the Service Provider, Romaing Service Provider shall also be entitled to charge the statutory interest for late payment, and the User shall also reimburse any fees and costs incurred in connection with the issuance of payment notices, the transfer and the procedure of the debt collection company, and the involvement of a law firm, in addition to the penalty fee set out in the Price list.

18.7.The Service Provider reserves the right to assign its claims under the Framework Agreement. In this case, the Service Provider shall provide the data necessary for the assignment of the claim to the assignee, who shall process the data for the purpose of collecting the claim. In this case, the User shall be obliged to pay the debt to the assignee.

18.8.If the User does not pay the amount due for the Service when it is due, his/her conduct, based on the value of the Service, shall give rise to reasonable suspicion of theft or a criminal offence, which the Service Provider, Roaming Provider shall be entitled to take the necessary measures to prevent, and to notify the police.

19. GENERAL TERMS AND CONDITIONS FOR CORPORATE CUSTOMERS AND BUSINESS USERS FOR THE USE OF THE ELECTROMOBILITY SERVICE

If these specific provisions for Business Clients and Business Users do not address a particular issue, the other general provisions of the GTC shall prevail. In the event of any conflict between the specific terms in this clause and the other provisions of the GTC, the specific provisions in this clause shall prevail in relation to Business Clients and Business Users.

Business Client: A legal entity within the meaning of the Civil Code effective at the time that has entered into a Business Framework Agreement with Service Provider, and is entitled to provide use of the Service and Roaming Service to individuals of its choice and to enrol these individuals in the MOL Plugee system on the basis of the Business Framework Agreement and subject to bearing the costs thereof itself.

Business User: a natural person authorized by the Business Client to use the Service with a Business Account at the expense of the Business Client under the Business Framework Agreement in accordance with the provisions of the GTC. Unless expressly provided otherwise in this section of the GTC, the provisions of the GTC relating to the User shall apply to the Business User.

Business Framework Agreement: Agreement between Service Provider and the Business Client that regulate the parties' rights and obligations regarding the use of the Service. This GTC is an integral part of the Business Framework Agreement. In the event of any discrepancy between the body text of the Business Framework Agreement and this GTC, the provisions of the Business Framework Agreement shall prevail.
Fuel card: A payment solution available for Business Clients, which operates on a prepaid basis. Learn more here: https://molplugee.hu/hu/vallalkozasok
Virtual Fleet Card: A payment solution available for Business Clients, which provides a post-payment option. Learn more here: https://molplugee.hu/hu/vallalkozasok
19.1. <u>Basic Provisions Referring to the Use of the Service</u> The Business Users of the Business Client may use the electromobility service provided by the Service Provider. Business Users can use the Service only by registering through the Plugee Website at www.molplugee.hu or via the MOL Plugee application. The Service can be accessed by Business Users via a mobile application. For the Registration the Business Framework Agreement is inevitable. The transactions of the Business Client's registered Fuel Cards, Virtual Fleet Cards are consolidated at the frequency specified in the Business Framework Agreement based on the Service Provider's back-end system, which forms the basis for the settlement between the Parties.
19.2.<u>Business Client rights and obligations</u> Business Client is required to keep the list of Business Users eligible to use the Service up to date and to update it daily. The Service Provider shall not be liable for any charges, other costs and damages arising out of the unauthorized use of Business Users who have been mistakenly added to or have not been deleted from the List of Eligible Lists. The Business Client shall reimburse the Service Provider the usage fee and all other costs and damages incurring as a result thereof. The Business Client shall pay for the Service used by its authorised Business Users in accordance with the terms of the Corporate Framework Agreement. The Business Client shall be responsible for the payment by Business Users using the Service of any costs incurred as a result of the breach of the Plugee GTC, the amount of any compensation payable as a result of the breach of the GTC directly to the Service Provider upon written request by the Service Provider. The Business Client is responsible for paying for any damage caused by Business Users to the charging equipment**.** It is the responsibility of the Business Client to pass on and settle any costs or compensation to the Business User.
<u>19.3.Settlement, prices</u> The Service Provider shall provide the Service and Roaming Service set out in this GTC to the Business Client at the price set out in the Business Framework Agreement. Business Clients are not entitled to any discounts resulting from the connection of MOL Plugee and MOL MOVE User Accounts pursuant to Section 6.6.

Business Client pays the Service Provider on a monthly basis. The Service Provider will issue a monthly summary statement of the Services for the period in question to the Business Customer, which will be sent by e-mail to the contractual contact specified in this Business Framework Agreement. Service Provider shall prepare an itemized statement for the summary statement, which shall include the charges extended during the Transactions for the applicable Settlement Period.

The Business Client agrees that the overdue debt arising from the contract, if any, owed to the Service Provider, may be set off by the Service Provider against the claim as consideration for the Services. The invoice for the use of the Services shall be issued by the Service Provider on a monthly basis. Pursuant to Article 164 of Act CXXVII of 2007 on Value Added Tax, the Service Provider shall issue a summary invoice for the services rendered on a monthly basis, and for the services rendered during the period under review within 15 days counted from the end of the period under review.

19.4.Electronic invoicing

Business Client accepts and contributes to that the billing method is electronic billing. Invoice is transmitted electronically by the Service Provider to the Business Client. Electronic invoices shall be issued by the Service Provider in accordance with the VAT Act and the applicable regulations in force. The Service Provider shall send the e-invoice to the e-mail address provided by the Business Client in the Corporate Framework Agreement. An e-invoice sent to the e-mail address provided by the Business Client shall be deemed to have been accepted by the Business Client on the 5th day after it is sent, unless the Business Client has informed the Service Provider in writing to the contrary. It is the responsibility of the Business Client to notify the Service Provider of any change of e-mail address within 10 days of the change by sending a notification to info@molplugee.hu.

The e-invoice issued by the Service Provider complies with the relevant requirement of the VAT Act and includes any attachments to the invoice. The Business Client shall ensure that the e-invoices are stored in a way that prevents any possibility of subsequent modification, protects them against deletion, destruction and damage and prevents unauthorised access until the expiry of the storage obligation. In the event of a failure of the Service Provider's electronic mail system (technical failure) and the impossibility of sending or receiving e-invoices, the invoice shall be issued on paper. The party concerned shall immediately notify the other party of the technical impediment, in particular orally by telephone, through the contact persons provided for in the contract. Once the technical impediment has ceased, the parties shall revert to e-invoicing.

19.5. Late payment

If the Party obliged to pay under the contract fails to pay by the due date, is in default, it shall pay to the other Party interest on the overdue amount for the period of the default, i.e. from the date of default until the date of actual payment, at the rate provided for in the Civil Code in force at the time. The Party in default shall pay the accrued interest on arrears within 8 days of receipt of a written demand from the Party entitled to interest. The amount of interest for late payment shall be calculated by the Contracting Parties on the basis of the actual number of days elapsed, taking into account a period of 360 days. Interest on late payment shall be payable in the currency of the amount on which the interest on late payment is based.

19.6. Electronic communication

The Parties agree to notify each other of information relating to the performance of the contract by electronic mail.

The contact details of the Service Provider's and the Business Client's contact persons acting in the performance of the contract are set out in the Business Framework Agreement.

Notifications sent by the above contact persons in electronic form by e-mail shall be deemed to be delivered one working day after sending, in the absence of an acknowledgement.

Notifications and confirmations sent electronically by e-mail under the contract shall be sent to the Business Client or the Service Provider without the need for a signature or any other form of identification, which the Parties acknowledge and accept as valid unless proven otherwise.

The Parties are not entitled to refer in front of any court or authority to that that the emails created pursuant to the provisions of the contract are not in line with the formal requirements of written documents made in the name of the company, unless it was provably applied with a fraudulent or other unlawful intention.

In case of a dispute regarding the identity of the sender or the content of an email, the sending Party shall evidence that the mail was not sent by the person indicated as sender or that it was sent with a content different from the delivered one.

The Parties declare that they consider the email system to be applied secure and appropriate at the time of signing of the contract and also undertake to inform the other Party without delay on the fact or information that the security of the system is threatened. Parties are liable for any damage arising from their late notification.

Parties agree that the electronically sent mail (e-mail) shall be only considered official contact way if it is explicitly.allowed by the contract. Parties explicitly set forth that the contract shall not be amended or terminated by electronically sent mail.

Payment terms

Business Client shall settle the value of the invoice via bank transfer, if such invoice fully meets the effective legal requirements, within 30 from the issuance of the invoice.

If the last day of the payment deadline is not a working day or is a bank holiday, the payment shall be performed on the last working day following that day.

Business Client's payment obligation shall be deemed performed on the day the amount has been credited on Service Provider's bank account.

Business Client shall indicate the number of the invoice in the narrative field of the transfer certificate. For lack of the above mentioned Service Provider is entitled to use the amount credited on its bank account first for the settlement of current and due penalty payable by Business Client then for the default interest debt and the remaining part for the Business Client's principal debt, which is overdue or becomes overdue first. Service Provider shall inform Business Client of the debts settled in the above mentioned way in writing.

19.7. Notification by a letter with certificate of delivery If the Contract prescribes that a legal statement shall be delivered by sending a letter with certificate of delivery and the addressee does not take over such mail with recorded delivery sent to its delivery address defined in the present Contract or in lack of this to its registered seat for any reason, the delivery of the mail has to be attempted again. If the repeated delivery proves to be unsuccessful, the mail qualifies as delivered within 5 (five) days from the repeated posting.
19.8. Termination of the Framework Agreement The Parties stipulate that if the Business Framework Agreement is terminated, the Business User's registration will be cancelled and the Business User will no longer be entitled to use the Service. In the event of termination of the Business Framework Agreement, the Business Customer shall inform Business Users that they will not be able to use the Service after termination of the Business Framework Agreement.
19.9. Termination of the Framework Contract without cause Either Party is entitled to terminate the Framework Agreement in writing, giving 30 days' notice, without giving any reason. The instrument of termination shall be delivered to the other Party by hand, courier or registered letter or e-mail. Where notice of termination is given by electronic mail, it shall be deemed valid if signed by the Party authorised to represent the Business Client. In the event of termination, the Parties shall account to each other for the Services provided and the contractual monetary consideration due up to the effective date of termination.

19.10.Termination of the Framework Agreement with immediate effect

Srvice Provider shall be entitled to terminate the contract in writing even with immediate effect and without liability for indemnification, in the following cases:

a) if Business Client and/or any person acting on behalf or as a representative of the same materially violates the provisions of the Business Partner Code of Ethics of MOL Group,
b) Business Customer's Business Users use the Service in such a way that the Service Provider would be entitled to terminate the Business User's Framework Agreement with immediate effect under the GTC,
c) if Business Client violates its non-disclosure obligations undertaken in the contract, or
d) if statement or behaviour/action of Business Client damages Service Provider's reputation, business trustworthiness, or
e) Corporate Client fails to meet the performance deadline set out in the Business Framework Agreement or
f) the Business Client repeatedly or, in the opinion of the Service Provider, seriously breaches its obligations under the Business Framework Agreement not specifically mentioned above, or
g) if Business Client has a debt outstanding for more than 30 days against any member of the MOL Group the sum of which is at least EUR 1000 per any member of the MOL Group or the aggregate of all its debts outstanding for more than 30 days against the members of the MOL Group equals to or exceeds EUR 10,000 (in case any debt is outstanding in a currency other than EUR, such debt has to be converted on the rate of European Central Bank for such exchange / EUR (ECB fixing), or.
h) if Business Client is insolvent or a petition for liquidation is filed against it.

The letter on rescission or termination shall be delivered in person, by a courier or by sending a letter with certificate of delivery to the Business Client.

In case of termination the contract for cause by Service Provider, Parties shall settle with one another all services perfomed and the contractual countervalue paid – including the breach of contract and its consequences – until the day when the termination becomes effective.

In case of rescission or termination the contract for cause Service Provider reserves the right to enforce its rights arising from breach of contract, including the right of being indemnified.

19.11. Reference

Business Client is only entitled to refer to the Business Framework Agreement or the cooperation with the Service Provider as a reference if the Service Provider has given its prior and express written consent. The Service Provider shall be entitled to withdraw such consent in writing at any time without giving any reason.

19.12. Acceptance of Business Partner Code of Ethics

By signing the contract, the Business Client certifies that it has reached the Business Partner Code of Ethics of MOL Group on www.mol.hu, it has studied and understood what has been stipulated therein, expresses its consent to be bound by the obligations deriving therefrom and when performing the contract Business Client may not refer to the lack of knowledge of these requirements.

19.13. Provisions on the processing of personal data

The Business Client undertakes to comply with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation, hereinafter: GDPR) and Hungarian legal provisions, in particular Act CXII of 2011 on Freedom of Information. The Business Client shall, prior to the transfer of personal data, duly inform the Business Users concerned about its data processing, obtain the necessary declarations and forward them to the Service Provider.

The Business Client warrants that, when providing personal data to the Service Provider, it has complied with the legal provisions in relation to the data subjects, providing them with appropriate information and drawing their attention to the provisions of the GTC and its availability. The Business Client shall be liable to the Service Provider for any damage resulting from failure to do so.
The Business Client shall be considered as an independent Data Controller in relation to the Business Users' data in respect of these GTC. The Data Processing Agreement shall form an integral part of the Business Framework Agreement.

In order to enable the Business Client to verify that the Business Users authorised by it are using the Service for the purposes agreed between the Business Client and the Business User in relation to the use of the Service, the Service Provider may, at the request of the Business Client, provide the Business Client with the route details of the Business User being checked in accordance with the applicable data protection requirements. The transfer of data shall be subject to compliance by the Business Client with the relevant data management obligations.

19.14. Non-disclosure clause

Parties agree that all data, facts – in particular, but not limited to the existence of the contract and its contents – associated with the other Party and its activities received or obtained at any time, in any manner by one Party in connection with the conclusion and performance of the contract, shall be considered as business secret (confidential information) and as such, it shall not be disclosed or made accessible to third parties or be used for purposes other than performing the contract.

This provision shall not apply to the information handed over to MOL Group members. The fulfilment of the confidentiality obligation of MOL Group members is ensured by the Service Provider.

This provision shall not apply to the information to be disclosed by [MOL Group member] to third parties providing finance-accounting, legal, HR, insurance, additional financial or debt collection services for [MOL Group member] upon contract, and to the assignee in respect of the information necessary for the execution and performance of the assignment agreement in case of assignment of claims arising from the contract by [MOL Group member], furthermore to a third party if the contract requires the providing a financial security and the information is necessary for the execution and performance of the agreements that are connected to the required security.

The obligation of non-disclosure shall not apply to information which:

is in the public domain, or – due to a reason other than the act or omission of the receiving Party – subsequently becomes publicly known, or
was provably in the possession of the receiving Party prior to the effective date of the contract, or
the receiving Party acquired from a third party who is not under a confidentiality obligation vis-á-vis the Party concerned by such information, or
is to be made public or disclosed pursuant to the law, stock exchange regulation or authority order, to the extent such disclosure is legally required.

The termination of the present contract for whatever reason shall not affect the present confidentiality obligation, which shall expire 3 years from the date of termination.

19.15. Force Majeure

It is not qualified as breach of contract, if any/either of the contracting Parties cannot perform its contractual obligations due to reasons beyond the control of any of the Parties (force majeure). Circumstances to be considered as force majeure shall mean unforeseen events that cannot be prevented by human efforts (e.g. war, earthquake, flood, fires, terrorist attack, etc.), are beyond the control of the Parties and directly hamper the given Party's ability to perform its contractual obligations.

If any provision of the Business Framework Agreement is or becomes invalid or void, this shall not affect the validity of the remaining provisions.

19.16. Miscellaneous provisions

The Business Framework Agreement is governed by Hungarian law.

The courts of Hungary shall have exclusive jurisdiction in disputes arising out of the Contracts.

The Service Provider shall be entitled to assign the Contracts or a specific part thereof or certain rights or obligations set out in the Contracts to a third party, subject to prior notification to the User. The User irrevocably consents to the transfer by accepting the GTC. Such consent shall take effect upon notification of the assignment.

The Business Customer may transfer its rights and claims under the Contracts to third parties only with the prior consent of the Service Provider.

If any provision of the Business Framework Agreement is or becomes invalid or void, this shall not affect the validity of the remaining provisions.

Annex 1: Privacy Notice on the processing of certain personal data generated in the course of using the electromobility service

The Privacy Notice is available at:
https://molplugee.hu/en/privacy-notice