



**E.ON Energiamegoldások Kft.
General terms and conditions Of electromobility service
And Privacy notice**

E.ON Energiamegoldások Korlátolt Felelősségű Társaság

(registered address: 1134 Budapest, Váci út 17; company registration number: 01-09-729313) "**E.ON**")

Customer Service 0 to 24 hours seven days a week at the following contact details:

Phone: 06 80 200 879

Email: info.driveon@eon.hu

E.ON Customer Service Ltd. 7602 Pécs, Pf: 197.

Preamble

- (A) E.ON provides forward-looking, complex, modern and convenient services, and supports the spread of environmentally conscious electric vehicles. E.ON offers a complete range of electromobility services, including the sale, installation and continuous operation of charging equipment for electric vehicles, as well as the provision of electromobility services.
- (B) E.ON hereby draws the attention of the User to the fact that the electromobility service provided by E.ON can only be used in accordance with these General Terms and Conditions after they are accepted by the User in the Application; therefore the following General Terms and Conditions **should be read thoroughly and carefully**.

1. Definition of terms

1.1 For the purpose of these General Terms and Conditions, the terms below shall have the following meanings:

- 1.1.1 "**Application**" shall mean the drivE.ON software operated by E.ON, which the User can download and run on appropriate Android or iOS devices (minimum software version: Android 6.0, iOS 11). The User can have access to the functions of the drivE.ON IT platform, log in to their User Account, start and finish a charging session in the Application.
- 1.1.2 "**GTC**" shall mean these General Terms and Conditions for electromobility services, which shall be deemed to be the general contract terms and conditions pursuant to Section 6:77 of Act V of 2013 of the Civil Code of Hungary. This GTC shall form an integral part of the Contract concluded for the use of the Service.
- 1.1.3 "**E-charger**" or "**E-chargers**" shall mean the charging equipment as well as the devices and tools required for the installation and operation of the charging equipment.
- 1.1.4 "**Emobility Service Provider**" is the person who provides Emobility service to the Users. According this GTC E.ON is the Emobility service provider..
- 1.1.5 "**Fee**" shall mean the consideration payable to E.ON for providing the e-mobility service.
- 1.1.6 „Tariff Package" means a regular subscription that entitles the User to a charge at a discounted Fee for the given period.
- 1.1.7 "**User**" shall mean any natural or legal person who uses an e-mobility service and charges a Vehicle and uses the Service through the Application.
- 1.1.8 "**User Account**" shall mean the account that can be accessed on the platform by Users after registration to view their personal data, the GTC and the User's profile including: (i) name; (ii) billing data; (iii) phone number; (iv) email address; (v) billing data ; (vi) vouchers; (vii) favorites; (viii) DM; (ix) Data of previous charging; (x) vehicle type, registered creditcard (last 4 number, date of validity)
- 1.1.9 "**Vehicle**" shall mean any vehicle that is powered by an electric engine, which is equipped with an electric power transmission system and which is driven primarily by an electric engine powered by an on-board energy storage system that can be recharged externally.
- 1.1.10 "**Vehicle accessories**" or "**Cable**" shall mean all additional equipment required for charging the Vehicle, especially the charging cable if it is necessary for using the Service.
- 1.1.11 "**Affiliate**" shall mean any person that is either directly or indirectly supervised by another person (through one or more intermediaries), supervises another person, or is supervised jointly with another person.
- 1.1.12 "**Contributors**" shall mean the suppliers, employees, subcontractors and agents used by E.ON to provide the Service.
- 1.1.13 "**Civil Code**" shall mean Act V of 2013 of Hungary on the Civil Code.
- 1.1.14 "**Contract**" shall mean a specific Contract made between the User and E.ON for charging the Vehicle on an ad hoc basis.

- 1.1.15 **"Service"** shall mean the services set out in Section 3 of this GTC.
- 1.1.16 **"Notifications according to the fulfilment of the Contract"** means any notification sent by E.ON to the User according to the fulfilment of the Contract or GTC, to any legal provisions in connection with GTC and the Contract Service, customer service, obtain consent of data processing and updating.
- 1.1.17 **"Recharging Station"** shall mean a specific location with at least 2 Chargers.
- 1.1.18 **"Charger"** shall mean a specific charging equipment.
- 1.1.19 **"Recharging Point"** shall mean the charging connection points (with the connection type specified) at a particular charging column.
- 1.1.20 **"Operator"** is the CPO the Charger at the location in accordance with applicable standards and laws and is responsible for the safety of the Recharging station and the Chargers.
- 1.1.21 **"Force Majeure"** shall mean any event or combination of events beyond the control of the Party concerned, which cannot be prevented or overcome by the Party acting with due care despite reasonable preparation, and which restricts or impedes compliance with the provisions of this GTC. A Force Majeure event shall include, but is not limited to: natural disaster, earthquake, fire, epidemic, drought, frost, flood, windstorm, lightning; certain social or political events, such as war, revolution, insurrection, sabotage, closure of a transport route (airport); specific government measures: import-export bans, foreign exchange restrictions, embargo, boycott; serious malfunctions, malfunctions beyond the control of the Party concerned (such as vandalism), systematic and ad hoc internet or power outages, system malfunctions that cause major user disruption, and radical market changes that render the performance of the Contract impossible, unless the latter arise at the defaulting Party and are attributable to this Party.
- 1.1.22 **"E.ON website"** shall mean the Internet site at www.eon.hu/driveon, which only includes information to help users.

2. Scope of the gtc, parties to and execution of the contract

- 2.1. This GTC applies to E.ON as a CPO and emobility service provider of the electric Recharging Station and to the User.
- 2.2. This GTC shall enter into force on the first calendar day following its publication and shall remain in force until it is revoked.
- 2.3. This GTC is available to the User via the Application and shall become binding for the User after the User has accepted it. After downloading the Application, the User will receive information during registration and will become aware of and can expressly accept the most important provisions of the GTC, as well as those that may be different from common practice.
- 2.4. E.ON is entitled to unilaterally modify this GTC, of which E.ON shall notify the User via e-mail within 15 days prior to entry into force of the change. The fact and the content of the change shall be made available to the User through E.ON's website and the Application. A summary of the changes and the effective date of the change, as well as the modified provisions shall be published by E.ON on its website. If, after entry into force of the amendment, the User wants to use the Service, the User must accept the amended provisions upon first login through the Application.
- 2.5. This GTC sets out the terms and conditions governing the Contract and the use of the Service. The Parties to this Contract shall be E.ON and the User. After downloading the Application and registration (which includes the acceptance of the GTC) the User either enters into an ad hoc Contract with E.ON for using the Service by starting the charging session and the payment process and selecting the relevant option or after downloading the Application and registration the User has the opportunity to conclude a permanent Contract by buying a tariff package. The Contract is created for charging via Application without any written contract form.

3. Object of the contract: electromobility services

- 3.1. E.ON operates an E-charging network in Hungary and provides Emobility service as Service. The list of Chargers can be accessed via the Application. E.ON provides Emobility service at the listed Chargers to the Users to charge their Vehicles under the provisions set out in this GTC and the Contract for a fee.
- 3.2. E.ON provides a map of the Chargers and a search function in its Application, which includes all Chargers operated by E.ON and the relevant information detailed in section 3.2.2.– Information of Chargers operated by third person are accessed in the Open Charge Map database in the Application, but E.ON assumes no liability for these data.
- 3.2.1 The Map View and Search display the following information:

- i. the Recharging stations sorted by their distance from the User, including the name and address of the charging stations;
- ii. the type of connectors;
- iii. a route planning option with the route planner selected on the User's device.

3.2.2 The Charger datasheet contains the following:

- i. serial number to identify the Charger and the Recharging point;
- ii. the function for starting the charging session
- iii. a photo about the environment of the E-charger;
- iv. for Chargers operated by E.ON, additional information and functions for busy chargers (requesting notification on the expected time of the charger becoming available again);
- v. access options;
- vi. chat function;
- vii. adding the Charger to favorites;
- viii. operating hours;
- ix. the Fee for charging;
- x. the mobility service provider.

3.3 The User Account

3.3.1 After the GTC is accepted, E.ON creates a User Account for the User, which makes available to Users the charging and more different functions to customize the Application. To take full advantage of the personal User Account, Users will need to sign up by following these steps:

- i. downloading the Application;
- ii. enabling positioning;
- iii. enabling notifications;
- iv. accepting the terms of use of the Application;
- v. providing registration information: (i) email address; (ii) phone number; (iii) billing information;
- vi. accepting the GTC;
- vii. accepting privacy notices and declarations;
- viii. making a marketing statement;
- ix. the User will receive a link via email and shall create a password. From this point, the User can log in with their own data and start using the Service.

3.3.2 VIRTU or E.ON Drive Appl registered User can use the Application with their existing registration after the following steps:

- i. accepting the GTC;
- ii. accepting privacy notices and declarations;
- iii. giving the billing information;
- iv. making a marketing statement.

3.4 Charging via Application

3.4.1 On every Charger is a written notice how the charging session could be started. After establishing a (physical) connection between the Vehicle and the Charging point the User can start a charging session, via the Application in their User Account. The Application will confirm in each case if the launch of the charging session was successful.

3.4.2 The User has the opportunity to indicate how long it is expected to recharge the Vehicle. This information will be shown to other Users on the data sheet of the Charger. E.ON assumes no liability for any information given here; E.ON only forwards these information between the Users.

3.4.3 During charging, the User receives information about the time of charging, the amount of kWh and the fee (which is HUF 0 at the time of entry into force of the GTC). The User can finish charging via Application. After charging is stopped, the Application closes the charging session, finalizes and sums up the elapsed time and provides information on the charging session based on the final data given by the charger, which serves as a basis for payment.

3.5 E.ON enables the Users to chat with each other anonymously during the charging session, but maximum up to 120 minutes after the end of the charging session in relation with the Service (i.e.: expected charging time). The User can turn off the chat function before the charging session. E.ON does not moderate or store the chat and cannot be held liable for the content of the chat.

4. Rights and obligations of the service provider

- 4.1 E.ON ensure proper operation of the Chargers and shall provide the e-mobility services in accordance with applicable regulations. E.ON shall provide information on the location, availability and technical parameters (maximum charging capacity and supported connection) of the Chargers to Users via its Application. However, E.ON calls the User's attention to the fact that the actual charging capacity depends on the type and properties of the Vehicle connected, the type of the Cable, the charge level of the battery and parallel Users of the Charging Station.
- 4.2 E.ON maintains Customer Service for Users.
- 4.2.1 The online and the phone contact details of the Customer Service shall be clearly displayed on each E-Charger. The Customer Service can be accessed directly from the Application by pressing a button. The User can report the errors detected by them at the Customer Service but must report any malfunction or damage. The Customer Service shall accept requests from Users in 0-24 hours on every day of the week (either in words or in writing) at the following contacts:
Phone number: 06 80 200 879
Email: info.driveon@eon.hu
Mailing address: E.ON Ügyfélszolgálati Kft. 7602 Pécs, Pf: 197.
- 4.2.2 The locations of the Customer Services are listed at www.eon.hu homepage and in this link <https://www.eon.hu/hu/lakossagi/elerhetosegek/ugyfelszolgalati-irodak-aram.html#nyitvatartas> érhető el.
- 4.3 E.ON cannot be held liable for the consequences of any breach of the provisions of the GTC by the User, in particular, if such a breach arises from improper use of the Service or the User's conduct, or from a breach of any rules or regulations accepted by the User.
- 4.4 E.ON will not be liable for any direct or indirect damages, including lost profits and consequential damages, arising from any misuse of the Service. E.ON cannot be held liable for technical malfunctions, e.g. electrical, internet or computer network failure, nor can it be held liable for any damage resulting from the use or malfunction of the Application or from the deletion of any part or content of the Website.
- 4.5 E.ON is entitled to process data according to the published at its homepage and Application. (https://www.eon.hu/content/dam/eon/eon-hungary/documents/emob/adatkezelesi_hu/drivE.ON_Adatkezelesi_tajekoztato_HU_20230117.pdf illetve https://www.eon.hu/content/dam/eon/eon-hungary/documents/emob/adatkezelesi_en/drivE.ON_Privacy_notice_ENG_20230117.pdf).
- 4.6 E.ON is entitled to perform segmentation (profiling) for the purposes detailed in Annex 1 based on the data created and collected in accordance with this GTC.
- 4.7 E.ON is entitled to send any notification according to the fulfilment of the Contract without any direct consent from the User. E.ON is allowed to send a Notification according to the fulfilment of the Contract, and it does not need any to specific consent for processing data, because they are not commercials.

5. Rights and obligations of the user

- 5.1 The User is obliged to comply with this GTC and fulfil the payment
- 5.2 The User is liable that the Service will be used only with a Vehicle and a Cable that are suitable for the intended use and comply with the standards currently applicable to the Vehicle and its Accessories. The User is liable for any damage resulting from not observing these regulations.
- 5.3 The User must be aware of the fact that the Chargers use high voltage, which can be used solely and exclusively for charging the Vehicles defined in Section 1.1.7 in accordance with the terms of operation and use issued by the manufacturers of the Chargers and the Vehicle. The User is responsible for the proper use of the Charger, the Vehicle and Vehicle Accessories. E.ON may not be held liable for intentionally or negligently improper use, nor for any damage the User may have sustained due to improper use, including the provisions specified in Section 4.4.
- 5.4 The User shall ensure and check before every charging session that the technical conditions of the Vehicle and the Vehicle Accessories are suitable for starting the charging session. If the Cable is not a part of the Charging Point, the User shall provide the Cable and verify its certificate, as well as its proper technical condition. If the User detects any damage of Charger, the charging session may not be started and the User must report the problem at the phone number displayed on the Charger or via the Application so that E.ON can start to fix the error.
- 5.5 The User must comply with the provisions of 1/1975 joint KPM-BM Regulation (Highway Code) and the prevailing local parking rules. In case the Charger is located in a paid parking area or in a private area that can be used for a fee, the local

parking rules and charges will apply at the time of charging. The User shall leave the parking space within 10 minutes after the charging session has been completed or the Cable has been disconnected, and the parking space cannot be used for any additional parking.

- 5.6 The User are allowed to use of the Services only via the Application. The User must have a sufficiently charged Android or iOS device running an Android or iOS operating system (minimum software version: Android 6.0, iOS 11) and must have Internet connection during the charging session.
- 5.7 The User shall be liable for any breach of the provisions of this GTC. The User shall be exempted from this liability if the User can prove that the breach of contract was caused by an unforeseeable circumstance beyond their control and the User could not have been expected to avoid this circumstance or prevent the damage.
- 5.8 The User warrants that the data provided during registration, during the identification or during the use of the Service are accurate and correct at all times. The User is obliged to respect the principles of honesty and good conduct and is liable for any misuse of the Application.

6. Payment of fees, tariff packages and invoicing

- 6.1 The User shall pay a Fee for the Service. E.ON is entitled to change any fee or tariff according to its business decision and campaigns.

6.1.1 Ad hoc fees

The actual ad hoc fees are listed in the Application, on the website and on the The Charger. E.ON reserves the right to change the Fee according to its business plans. The ad hoc Fees are always displayed on the Charger.

6.1.2.1 E.ON is enables to the User for Tariff Package Fee to subscribe to a Tariff Package if E.ON has made such available. In this case the User may use the Service at a different Fee than the ad hoc fee under the conditions specified in the Tariff Package (e.g. specified quantity). The fee of the Tariff Packages cannot be used for charging, it must be paid additionally.

6.1.2.2 In case of subscribing to a Tariff Package, the charging Fee of the Tariff Package may be used from the first day of the month after the order of the Tariff Package in the Application and the payment of the monthly Tariff Package Fee, if the User has paid the Tariff Package Fee by the 15th day of the month preceding the relevant month. In case of termination of the Tariff Package, the User is entitled to charge according to the Fees provided in the Tariff Package until the end of the given calendar month.

6.1.2.3 Tariff packages and Tariff Package Fees:

- i. ‚Starter‘ package:

For a monthly HUF 10,000 Tariff Package Fee the User is entitled to charge at AC/DC HUF 159/kWh, in MOM Park HUF 179/kWh and for minute fees according to ad hoc fee, up to a maximum of 700 kWh;

- ii. ‚Advanced‘ package:

For a monthly HUF 20,000 Tariff Package Fee the User is entitled to charge at HUF 99/kWh price at all type of Chargers without a minute fee, up to a maximum of 700 kWh.

Should the User reach or exceed the 700 kWh charging limit within a billing period the User shall be obliged to pay an extra fee of HUF 100 per kWh for the overedged quantity in addition to the Package fee and charging fee in both packages. The extra fee for overedged charging shall be settled upon the invoice issued for the relevant month.

- 6.2 If the User is obliged to pay a Fee after the charging session (ad hoc payment), to start the charging session the User need to registrate a creditcard. The User can settle this payment to E.ON by credit card. To be able to pay the ad hoc Fee the User must have a Visa or a MasterCard or an American Express credit card with sufficient funds to pay the Fee.
 - 6.2.1 The User can register one or more credit card in the Main menu of the Application (Credit card option). The User can choose between the cards at the beginning of the charging session.
 - 6.2.2 Starting a charging session is only allowed after the registration of the credit card. The Application informs the User about the details listed in point 3.4.3. during the charging session. E.ON informs the User about the exact amount paid, the amount of energy delivered and other details of the transaction on a summary screen in the Application as well as on the invoice.

- 6.2.3 OTP Mobil Kft as the operator of the OTP SimplePay site shall act independently in regard to the personal data provided on the OTP SimplePay site. The personal data provided on the OTP SimplePay site shall be accessible only to OTP Mobil Kft.
- 6.2.4 By accepting the GTC, the User acknowledges that the following personal data stored by E.ON Energiamegoldások Kft (1134 Budapest, Váci út 17.) as Controller in its user database at www.eon.hu/driveon will be transferred to OTP Mobil Kft (1143 Budapest, Hungária krt. 17-19., River Park, K30. épület II.;;) as data processor. The range of data transferred by the Controller include the following: email address, billing information. The nature and purpose of data processing activities performed by the data processor can be found in the SimplePay Privacy Policy at the following link: <http://simplepay.hu/vasarlo-aff>
- 6.2.5 If the User has made a successful credit card payment during the ad hoc payment process, E.ON will send an electronic invoice to the User's e-mail address containing at least the unit price, the the power (kWh) used by the vehicle, the invoice amount; as well as any additional information required by law to be disclosed.
- 6.3 After User has used the Service 3 times and their value was successfully paid, and the User does not have any overdue debt against E.ON or its Affiliate ,the User will be entitled to apply for delayed payment, whereas the Fee for Charging Sessions can be settled after the Service (post payment) via the online customer service site. E.ON will send notification electronically to User about the due electronic invoices.
- 6.3.1 In case the User is already registered at the online Customer service site: a <https://e-portal.eon-hungaria.com/> the User is entitled to fulfil the payment on his/hers profile after giving a Hungarian bank account number.
- 6.3.2 In case the natural person User does not have a registration at the online Customer service site, in order to use the post payment possibility, the User needs to register with a Hungarian bank account number and be identified personally, which can be done in any E.ON Customer Service office or in the Application with online picture identification as follows:
- i. by choosing „Request post payment option” in the Application, the User shall allow the Application to use the camera of the User's phone.
 - ii. the User shall take a photo of herself/himself with his/hers ID card, passport or driving licence made after 2011 in his/hers hand with the picture side towards the camera.
 - iii. E.ON prepares the online customer service registration and User ID for the User and sends a notification via e-mail. The User shall activate his/hers profile with the activation link in the e-mail.
 - iv. Should the identification process fail E.ON will notify the User within 3 days.
- Regardless of the success of the identification process, E.ON deletes the photos after 3 working days.
- 6.3.3 In case the User is not a natural person and does not have a registration at the online customer service site, to pay monthly the User need to register there with a Hungarian bank account number. The User can register either personally at one of the Customer Service office listed in Annex 2. or at the <https://videougyintezes.eon.hu/> homepage via videochat.
- 6.4 The User is allowed to choose between the ad hoc payment methods described in 6.2 and 6.3 points, and to modify the chosen payment method if the User does not have more than 60 days payment delay. If the User payment method became ad hoc payment, the User can request the post payment option again only after 365 days. The Tariff Package Fee and the charging Fee can be paid monthly through the online Customer Service. E.ON notifies the User electronically of the electronic invoices due.
- 6.5 E.ON is entitled to use coupons, vouchers and other discounts according to its business strategy and the User is entitled to redeem them according to the terms of the campaign.
- 6.5.1 E.ON is entitled to issue online or printed coupons. The User can collect, list in the Application and redeem the valid coupons during the payment by choosing the coupon from the list. A coupon cannot be converted to currency. In case the payable amount does not exceed the validated coupon, the whole coupon will be used.
- 6.5.2 E.ON is entitled to issue online or printed vouchers. The User can collect, list in the Application and redeem the valid voucher during the payment by choosing the voucher from the list if the payable amount reaches or exceeds the of the voucher's value. A voucher cannot be converted into currency.
- 6.5.3 A coupon or a voucher can be redeem per Charging Sessions. The invalid or used coupons and vouchers can not be used anymore. The invoice will contain the amount of the used coupon or voucher.
- 6.6 According to the Act CXXVII. of 2007 of VAT, the payable shall be in HUF and whole number, the payable gross amount may contain rounding.

7. Notifications

- 7.1 Unless otherwise provided by this GTC, the Parties shall maintain business relations electronically via the email address registered by the User and/or through the Application. Any letter sent electronically must be deemed as an official statement made by E.ON. The Parties may not claim that e-mail communication between them or between either of the Parties and third parties does not meet the requirements of written documents in regard to email messages that comply with the provisions of the Contract, in particular, in court or in dealings with particular authorities. In case of dispute, the sender must prove that a particular email message was not sent by the sender or was sent with different content than what was received. The Parties state that they consider the email system used by them secure.
- 7.2 The User is entitled to make and send any and all contractual statements electronically to the info.driveon@eon.hu email address.

8. Withdrawal, termination, cancellation

- 8.1 The User is entitled to withdraw from the GTC without giving a reason within 14 days after enter into force of the GTC, or, if the provision of the Service has already started, the User is entitled to terminate the GTC and the Contract within 14 days after entering into force of the GTC.
- 8.2 The User is not entitled to withdraw from the Contract within 14 days if they have already used the Service, regarding that E.ON started to provide the Service with the express prior consent of the User and that the User has acknowledged that they will lose the right of notice after the Service has been provided.
- 8.3 In case this GTC is amended, User is entitled to terminate the contract. If the amendment enters into force, the User must accept the amended provisions upon first login through the Application, and the contract stays in force with the amended provisions.
- 8.4 The Parties are entitled to terminate the GTC in writing with a 30-day notice. The User can send their statement of termination to the email address specified in Section 7.2 and will be entitled to delete their User Account.
- 8.5 E.ON is entitled to terminate the GTC with a 10-day notice if the User has been inactive (the User has not logged in to their User Account or the User has not initiated a charging session) for 12 months. E.ON shall send a notice to the User via email prior to termination. If the User initiates a new transaction before termination takes effect, the User Account will not be deleted and the GTC remain in force between the Parties.

9. Breach of the contract

- 9.1 The User shall be responsible for compliance with the provisions of the GTC. If E.ON or a third party sustains any damage as a result of a breach of the provisions of the GTC, the User may be held liable for such damage.
- 9.2 In case of material breach of the Contract and GTC, E.ON is entitled to terminate the Contract and the GTC and delete the User's Account with immediate effect. The following examples shall constitute a material breach of contract:
- i. damage, vandalism;
 - ii. breaching the 5.6 point;
 - iii. unauthorized access to and use of the Application, stealing data from the Application, unauthorized modification of the operation of the system or an attempt to do any of the above;
 - iv. intentional improper use of the Charging Station;
 - v. if the User has an outstanding debt to E.ON exceeding 60 days arising from this GTC.
- 9.3 E.ON cannot be held liable for breach of the provisions of the GTC, if E.ON's contractual performance has been prevented or rendered impossible due to the measures ordered by national or international authority, the Government of Hungary or any other agency, authority entitled by the Hungarian Government or Parliament.
- 9.4 E.ON is entitled to modify the post payment to ad hoc payment if the User has more than 30.000 HUF overdue payment longer than 60 days. In this case session 6.4 is applicable.
- 9.5 Should the payment procedure described in point 6.2 fail, E.ON will be entitled to attempt debiting the amount several times. After 5 days of failure of the settlement, the User will not be allowed to start any charging session till the payment.

10. Complaint management

- 10.1 The User can send their comments and complaints in connection with the Service to E.ON to info.driveon@eon.hu via email, report them at 06 80 200 879 by phone or by regular mail or via the Online Dispute Resolution platform: Online

dispute resolution | European Commission (europa.eu) E.ON shall start the investigation of the complaint immediately upon verbal notification, otherwise within 15 calendar days, and shall send a meaningful reply to the User within 30 days at the latest. If E.ON is unable to complete the technical investigations for detecting the problem or obtain the expert opinions and information necessary for assessing the complaint within this period, E.ON cannot be held responsible for the delay.

- 10.2 If the User disagrees with the answer given to their complaint, they can initiate proceedings at the Court of Arbitration competent according to User seat or address (listed at the homepage) The condition for initiating the proceedings of the Conciliation Board is that the Client first attempts to settle the dispute directly with E.ON. for complaints applying to the creation, validity, legal effects and termination of the GTC, as well as to the breach of contract and its legal consequences, or the User may take the case to court in accordance with the rules of civil procedure. The User shall attempt to settle the dispute directly with E.ON before proceeding of the Court of Arbitration.
- 10.3 E.ON shall not be obliged to respond to any anonymous or resubmitted complaint that has been previously considered and answered.
- 10.4 The User agrees that E.ON will use any data (including, for example, IT data) related to the Service, as well as surveillance camera recordings, when necessary, to resolve the complaint.

11. General provisions

- 11.1 The User shall not be responsible for any additional cost against E.ON in connection with the device used for communication between the absent parties to create the Contract and the GTC. The costs incurred in this context shall be borne by each Party.
- 11.2 E.ON uses administrative and IT security controls to protect the security of its IT systems and prevent external and internal data loss. E.ON has an information security policy in place regarding the procedure for possible data processing incidents.
- 11.3 E.ON states that it does not have a code of conduct under Act XLVII of 2008 of Hungary on the Prohibition of Unfair Commercial Practices against Consumers.
- 11.4 E.ON has the right to assign its rights and obligations under the Contract and the GTC to any third party, either by transferring the Contract or by assignment, provided that the successor agrees to operate the E-chargers and provide the Service in accordance with the provisions of the Contract and the GTC. By accepting the GTC, the User give prior consent to any transfer affecting the GTC and/or the Contract.
- 11.5 E.ON is entitled to use Contributors for meeting any of its obligations under the GTC, including for example operation, repair, maintenance, customer service and customer support services in connection with installation and guarantee. E.ON is liable for the performance of the Contributors as if E.ON has acted on its own behalf.
- 11.6 The E.ON brand name or logo can not be used without E.ON's prior consent.
- 11.7 This Contract shall be governed by the rules of Hungarian law, especially Act V. of 2013 of Hungary on the Civil Code; Act I. of 1988; Government Decree 243/2019. (X. 22.) on certain issues of electronic charging services and the Government Decree 45/2014. (II.26.).

By accepting the General Terms and Conditions and using the e-mobility service, the User acknowledges that they have read and understood the provisions of the General Terms and Conditions and that they shall be bound by these provisions.

Budapest, 29 June 2023