

**GENERAL TERMS AND CONDITIONS FOR THE USE OF THE ELECTROMOBILITY SERVICE  
AND  
PRIVACY POLICY**

**(effective: from 13 January 2021 until revoked)**

**MOL Hungarian Oil and Gas Public Limited Company**

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Group ID: 17781774-5-44

Community Tax ID: HU17781774

Statistical code: 10625790-1920-114-01

Company registration number: 01-10-041683

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**Table of Contents**

1. Introductory provisions
2. Definitions
3. Scope of the GTC
4. General rules for the use of the Service
5. E-charging Service for Ad hoc Users
6. E-charging Service used by Registered Users
7. Supplementary Services
8. Invoicing Terms & Conditions
9. Termination of the Service, deletion of the User Account
10. Data privacy
11. Notices
12. Liability
13. Complaints handling, customer service
14. Marketing
- 15.

Miscellaneous provisions

Annex 1: Prices & Tariffs

Annex 2: Privacy Notice (link: <https://molplugee.hu/en/legal>)

**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 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.

<p>The provisions in this GTC were laid down subject to the provisions of Act LXXXVI of 2007 on electricity (hereinafter: the Electricity Act), Government Decree 273/2007 (X. 19.) implementing certain provisions of Act LXXXVI of 2007 on electricity (hereinafter referred to as “Decree implementing the Electricity Act”) and Subsection f) and g) of Section 2 of Act I of 1988 on Road Transport and Government Decree 243/2019 (X.22.) on certain aspects of electromobility services (hereinafter referred to as “Implementation Decree”).</p>
<p>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.</p>
<p>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.</p>
<p><b>2. Definitions</b></p>
<p><b>Application</b> means the Application that is compatible with iOS 12.4 and Android 5.0 operating systems or above versions.</p>
<p><b>Credit card</b> means a Credit card marked with the User’s own name provided through the Application or the Website to pay for the Charge to be purchased through the Charging Device.</p>
<p><b>Supporting document</b> means an electronic or paper-based accounting document (receipt / invoice not valid for VAT purposes / invoice) confirming the purchase of the Charge.</p>
<p><b>Individual Agreement</b> 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.</p>
<p><b>Electric vehicle or EV</b> 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.</p>
<p><b>Electric vehicle accessory</b> means in particular the connection cable used for charging and other device allowing for the use of e-charging.</p>
<p><b>Payment</b> means the payment to be paid by the User for the Charge purchased under the Individual Agreement.</p>
<p><b>Ad hoc User</b> means a person who uses the Service from the Service Provider through the Application on a case-by-case basis and without registration.</p>
<p><b>User</b> means the Ad hoc User and the Registered User jointly, or any of these users individually.</p>
<p><b>User account</b> 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.</p>
<p><b>Framework Agreement</b> 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.</p>

<b>Supplementary services</b> mean the additional services defined in this GTC that is provided to the Registered Users by the Service Provider under the Framework Agreement.
<b>Mobile device</b> means a technical device of iOS and Android operating systems compatible with the Application that is capable of mobile data traffic and mobile communications.
<b>Registration</b> 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.
<b>Registered User</b> 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.
<b>Contracted Partner</b> 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.
<b>Service(s)</b> mean(s) the Charging and the Supplementary Services jointly, or any of these services independently.
<b>Service Provider</b> means MOL Plc.
<b>Charging or E-charging Service</b> 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.
<b>Charging point</b> 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.
<b>Charging station</b> means the fuel service station operated by MOL Plc., on the territory of which the E-charging Service is available.
<b>Charging Device</b> 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.
<b>Charging Device operator</b> 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 to users and provides the Service Provider with the technical conditions for the provision of electromobility service.
<b>Website</b> means the <a href="http://www.molplugee.hu">www.molplugee.hu</a> website.
<b>3. Scope of the GTC</b>
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 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 In case the GTC is amended, the Service Provider shall publish the fact of the amendment, a summary of the changes, the effective date of the amendment and the complete new wording of the GTC effective as of that date on the Website and make it available at its Customer Service, at the contracted partner(s) side and at the changing stations affected by the Service at least 15 (fifteen) calendar days prior to the effective date of the amendment.

**4. General rules for the use of the Service**

4.1 A The E-charging Service can be used by the User through the Application or on the Website as Ad hoc User or a Registered User, and the User may also purchase Charging that includes a predetermined amount of energy in the shop of the Charging Station. The Additional Services are only available for 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, including the breach of this GTC and its consequences.

The Service Provider is entitled to pay compensation for any damage 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 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.

4.6. 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 through the Website or the Application or at the Charging Station as described 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 at any time by the Ad hoc User or the power transfer is interrupted at full time, but until the charging process stops (which may be done at different times as electric vehicles) the charge will be charged per minute.

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 power transfer is interrupted at full time, but until the charging process stops (which may be done at different times as electric vehicles), the charge will be charged per minute.

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 in case of purchase of the Charger 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 Credit card used to pay for the the Payment. After providing the data of the Credit card, HUF 3,000 will be blocked on the Credit card provided by the Ad hoc User.

At the end of the charging process, in case of a Charging not exceeding HUF 3,000, the Service Provider deducts the Payment of the E-charging from the blocked amount and the remaining amount will be released. The crediting of the released amount to the bank account of the Ad hoc User depends on the practice of the financial institution selected by the Ad hoc User.

In case of Charging exceeding HUF 3,000, the part of the Payment exceeding HUF 3,000 will be collected from the Credit card of the Ad hoc User upon the 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 Credit card will be released.

#### 5.4 Purchase of the service in the building of the Charging station

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 are set out in Annex 1 of the GTC. The payment for the Charging purchased in this way may be paid at the Charging Station by cash, debit and credit card 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.

#### 5.5. 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 current amount of the charged unit and the price per minute shall be determined in Annex 1 of the present GTC.

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 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. 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 Credit card details to be used for payment as follows:

- (i) The Credit 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 Credit card in his own name.
- (ii) Only one Credit card can be assigned to a User Account.
- (iii) Registration of a new Credit card requires the authentication of the Credit card provided by the User. In doing so, the Credit 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 Credit Card details to make future payments. The Credit card provided by the User shall meet the following conditions.

- (iv) The Credit 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 Credit Card in his own name.
- (v) Only one Credit card can be assigned to a User Account.
- (vi) Registration of a new Credit card requires the authentication of the credit card provided by the User. In doing so, the Credit 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, however, until the charging process stops (which may be done at different hours per Electric vehicles).

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.

### 6.4. E-charging Service through the Application

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

The Ad hoc User opens the "Find Charger" menu item in the App or reads the QR code on the Charging Column. If the Ad hoc 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, however, until the charging process stops (which may be done at different hours per Electric Vehicles).

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, HUF 3,000 will be blocked by the Service Provider on the Credit card provided by the Registered User.

At the end of the charging process, in case of a Charging not exceeding HUF 3,000, the Service Provider deducts the Payment of the E-charging from the blocked amount and the remaining amount will be released. The crediting of the released amount to the bank account of the Ad hoc User depends on the practice of the financial institution selected by the Ad hoc User.

In case of Charging exceeding HUF 3,000, the part of the Payment exceeding HUF 3,000 will be collected from the Credit card of the Ad hoc User upon the completion of the charging process.

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 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.

The current amount of the charged unit and the price per minute shall be determined in Annex 1 of the present GTC.

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.

## **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.

**Package:**

The User can check his packages and subscriptions, and if provided by the Service Provider, he can modify them.

**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 Credit card charges based on the charges or may look at the Supporting documents electronically.

**Saved card:**

The User can manage/edit the Credit 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**

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.

### **8.2. 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.

## **9. Termination of the Service, deletion of the User Account**

### **9.1. Deletion of the User Account by the Registered User**

The Registered User is entitled to initiate the deletion of his/her User Account at any time by sending an email to the service provider's customer service address.

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.

### **9.2. 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, 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.

**10. Data privacy**

10.1 The detailed provisions concerning the processing of the User’s data and the Privacy Notice are set out in **Annex 2**.

10.2 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).

**11. Notices**

11.1 *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 Agreement 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.

*11.2 Notice sent electronically*

The Registered User and the Service Provider shall notify one another about the information related to the performance of the agreement electronically, 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 than 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.

**12. Liability**

**12.1 Service Provider's liability**

12.1.1 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.

12.1.2 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.

12.1.3 The Service Provider may not be obliged to bear or compensate for damage that can be attributed to circumstances outside its control.

12.1.4 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.

12.1.5 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.

12.1.6. 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.

### **12.1 User's liability**

12.2.1 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.

12.2.2 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.

12.2.3 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.

12.2.4 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).

12.2.5 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.

12.2.6. 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.

12.2.7 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.

### **13. Complaints handling, customer service**

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 The Service Provider shall safeguard the complaint or the minutes recorded thereof and a copy of the substantive response for 5 (five) years and present it if requested by the authorities supervising it.

13.7 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. The seat, phone contact, internet contact and mailing address of such conciliation panels can be found at the following website: [www.fogyasztovedelem.kormany.hu/node/8579](http://www.fogyasztovedelem.kormany.hu/node/8579)

13.8 If the complaint is rejected, the Service Provider shall inform the User in writing about the authority or conciliation panel where a procedure may be initiated concerning the complaint, depending on the nature of the complaint. Furthermore, the information shall contain the seat, phone and internet contact details and mailing addresses of the competent authority and the conciliation panel having competence at the consumer's place of permanent or temporary residence. The information shall also include

whether the business avails itself of the proceedings of the conciliation panels in order to settle the consumer dispute.

#### **14. Marketing**

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

#### **15. Miscellaneous provisions**

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

15.2 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](http://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.

#### **15.3 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.

15.4 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.

15.5 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.

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

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



**Annex 1 – Price list of E-charging Service**

In case of using the Application / Driver Portal, our prices are as follows:

	<b>AC charging service</b>	<b>DC and Ultra-rapid DC charging service</b>	<b>DC and Ultra-rapid DC charging service</b>
	For any payment method	For a registered payment method	For a case-by-case payment method
HUF/kWh	99	139	149
Price per minute (after 31 minutes)	1	1	1

The indicated prices include VAT.

Until 1 September 2020, the kWh fee for all DC and Ultra-rapid DC charging services is HUF 99 if the user registers.

In case of shopping in the shop of the service stations, our prices are as follows:

	<b>AC charging</b>	<b>DC and Ultra-rapid DC charging</b>
Package containing 10 kWh of energy units	HUF 1090 (HUF 159 /kWh x 10)	
Package containing 20 kWh of energy units		HUF 3180 (HUF 159 /kWh x 20)
Package containing 40 kWh of energy units		HUF 6360 (HUF 159/kWh x 40)

The indicated prices include VAT.

**Individual fees within the framework of MOL Partner cooperation**

Nissan EV 2021 discounted package for owners and users of Nissan EV (Leaf and eNV200)

	<b>AC charging</b>	<b>DC and Ultra-rapid DC charging</b>
	For any payment method	For a registered payment method
HUF/kWh	84,15	118,15
Price per minute (after 31 minutes)	0,85	0,85

The indicated prices include VAT.

Subject of the usage is a valid VIN number, that has to be given during the registration process by the owner/user.

**Annex 2: 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/legal>*