

This is an unofficial, working translation of the „Elektromobilitási szolgáltatás igénybevételének általános szerződési feltételei és adatvédelmi tájékoztató” (GENERAL TERMS AND CONDITIONS FOR THE USE OF ELECTROMOBILITY SERVICE AND PRIVACY NOTICE) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE ELECTROMOBILITY SERVICE AND PRIVACY NOTICE

(effective: from 1 August 2018 until revoked)

MOL Hungarian Oil and Gas Public Limited Company (MOL Magyar Olaj- és Gázipari Nyilvánosan Működő Részvénytársaság)

Registered office: H-1117 Budapest, Október huszonharmadika u. 18.

Tax number: 10625790-4-44
Group ID: 17781774-5-44
Community Tax ID: HU17781774
Statistical Code: 10625790-1920-114-01
Company Reg. No.: 01-10-041683

Customer Service:

Phone Number: +36-1-881-8111 (24/7)

Website: www.molplugee.hu

Table of Contents

1. Introductory provisions
2. Definitions
3. Scope of the GTC
4. Use of Service
5. Data privacy
6. Notices
7. Liability
8. Termination of the Agreement
9. Complaints handling, customer service
10. Miscellaneous provisions

Annex 1: Privacy Notice (link:

https://www.molplugee.hu/Privacy_policy_e-mobility_services.pdf

1. Introductory provisions

1.1 In order to promote and develop electromobility, MOL operates an electric charging network. The electric charging network may be used subject to these General Terms and Conditions (hereinafter: GTC or Conditions of Use or Agreement).

Electric chargers may be used by electric vehicle owners to charge their vehicles with electricity.

The conditions for using MOL's electromobility service (hereinafter: e-charging) is included in these General Terms and Conditions (hereinafter: GTC).

These GTC are to be regarded as general contracting terms and conditions as referred to in Section 6:77 of Chapter XV of Book Six of Act V of 2013 on the Civil Code (hereinafter: Civil Code)

and are to be treated as such. These GTC shall constitute inseparable parts of all contracts aimed at the use of e-charging. No contract can be validly concluded without the express acceptance of the GTC.

The provisions in these GTC were laid down with consideration 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: Decree implementing the Electricity Act) and Government Decree 170/2017 (VI.29.) on certain issues concerning the electric car charging service.

1.2 Please read these GTC carefully before using the services provided by MOL. This Agreement contains the legally binding terms and conditions required for the use of the Service and the services available for use (hereinafter: Services). By using the Service where it is free of charge or by purchasing the Service, you indicate that you have read, understood and consented to the terms and conditions set out herein. **If you do not wish to comply with these GTC, please do not use/purchase the Service or attempt to use the Service.**

1.3 The Service will be provided subject to the acceptance of these GTC and, for complaints handling or the exercising of legal claims, the **Privacy Notice** (see **Annex 1**) by the User. By accepting these GTC, the User agrees to transfer some of their personal and/or business data in line with the Privacy Notice, which forms an integral part of the GTC.

1.4 The Service Provider reserves the right to amend or replace these GTC at its own discretion, with the proviso that it shall publish the effective provisions on the Website and make them available in print form at the charging stations.

2. Definitions

2.1 ‘User’ means a natural person using the service who has a valid driving licence for Hungary and agrees to be bound by these GTC.

2.2 ‘Service Provider’ means MOL Nyrt. that provides the electromobility service.

2.3 ‘Website’ means the www.molplugee.hu website.

2.4 ‘Charger’ means a charger maintained for the purposes of the charging service, located on public or private premises, suitable for charging the battery of at least one electrically-powered vehicle in the way specified in the applicable standards.

2.5 ‘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.

2.6 ‘Electric vehicle accessory’ means, in particular the connection cable used for charging and any other device allowing for the use of e-charging.

2.7 ‘Proof of Purchase’ means a paper document proving the purchase of the Service (receipt/non-tax receipt/invoice)-where it is not free of charge- that needs to be presented to the personnel attending the electric charger in order for the user to be authorised to use the Service.

2.8 ‘Service’ means the e-charging (electromobility) service.

2.9 ‘Individual Agreement’ means the individual agreement for using the e-charging service, 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.

2.10 Contracted Partner: Contracted third party by the service provider, that offer the space for the

charging service where the charger has been deployed.
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 services.
The Service may only be used by natural persons who have a valid driving licence for Hungary. Use of the Service by natural persons who do not meet the above condition is unauthorised and deemed a violation of these GTC. By using the Service, the User represents and warrants that the User has a valid driving licence for Hungary and is entitled to conclude the agreement.
3.2 The GTC shall be effective from the date specified under the title, until withdrawn.
3.3 MOL reserves the right to change the method and circumstances of providing the e-charging 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 hereof. In this case, the Parties shall replace such invalid or unenforceable provision with a provision that is closest to their original objectives.
3.5 If these GTC are 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 contracted partner(s) side and at charging stations at least 15 (fifteen) calendar days prior to the effective date of the amendment.
3.6 If a User continues to use the Service after the effective date of the amendment to the GTC, that User shall be deemed to have accepted the new GTC with the amended contents.
4. Use of Service
4.1 User is able to use the service in two ways: Users may purchase the Service in person at charging stations. The current price of the Service is posted at charging stations. The Service may be used after paying the consideration for it, subject to consent to these GTC and compliance with the provisions therein. The User shall use the Service on site, immediately after paying consideration. The User shall prove that the consideration for the Service has been paid by presenting a Proof of Purchase (receipt/non-tax receipt/invoice) to the charging station personnel (attendants). E-charging will then be started, and later stopped, by the appointed attendant. On a location that is provided via the service provider by a contracted third party, where the Service is free of charge and the starting of the charging session means the acceptance of the GTC that is made by the user.
4.2 The Service Provider may temporarily interrupt the provision of the e-charging service for the period of carrying out the necessary maintenance works. The e-charging service may also be interrupted, <i>inter alia</i> , in order to ensure the proper functioning of the electricity system.
4.3 The Service Provider may temporarily or permanently limit the provision of the e-charging service on certain chargers. Current information on this is posted at charging stations.
4.4 The Service Provider may refuse to provide the e-charging service and may interrupt the provision of the Service to a User with immediate effect if required by law or by an official/court

decision or if the Service is being used in conflict with the GTC or otherwise unlawfully or improperly, having regard to the purpose of the e-charging service.

4.5 After the e-charging service is stopped, the User has 5 minutes to leave the charging point with its vehicle, allowing the next driver in line to take the User's place. During this grace period, no additional fee will be charged for occupying the charging point. Although no additional fee will be charged for occupying the charging point even after the grace period has run out, the User is required to leave the charging point with its vehicle after the grace period has run out, thereby facilitating seamless operation. After the grace period has run out-in case the service is not free of charge-, attendants may call on the User to leave the charging point.

No fee will be charged for occupying a charging point without charging, but attendants may call on the User to leave the charging point-in case the service is not free of charge-.

By agreeing to these GTC, the User undertakes to comply with the request of the attendants-in case the service is not free of charge-.

4.6 The Parties shall notify each other if any fact, data, circumstance or information arises that is relevant for the use of the e-charging service.

5. Data Privacy

5.1 The detailed provisions concerning the processing of the User's data and the Privacy Notice are set out in **Annex 1**.

5.2 The Service Provider shall process the data made available by the User in compliance with the effective laws and regulations, both EU, in particular 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), and Hungarian.

6. Notices

6.1 *Notice by registered mail with advice of delivery*

If these GTC provide for delivery by registered mail with acknowledgement of receipt in relation to any legal statement 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 must be attempted again. If the repeated delivery attempt fails, the letter shall be considered delivered after 5 (five) days from the repeated posting.

6.2 *Notices sent electronically*

Users and the Service Provider shall notify one another about information related to the performance of the agreement electronically, using the e-mail address of the Service Provider's Customer Service and the e-mail address provided by the User.

In the absence of confirmation, notices sent electronically by e-mail to and from the e-mail addresses above shall be deemed to have been delivered one workday after the time of sending.

Notices and confirmations sent electronically by e-mail under the agreement will reach Users and the Service Provider without official or due signature and identification to substitute such signatures, and the Parties acknowledge this and consider this to be accepted unless proven to the contrary.

This is an unofficial, working translation of the „Elektromobilitási szolgáltatás igénybevételének általános szerződési feltételei és adatvédelmi tájékoztató” (GENERAL TERMS AND CONDITIONS FOR THE USE OF ELECTROMOBILITY SERVICE AND PRIVACY NOTICE) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

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

In the event of any dispute arising concerning the sender's e-mail 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 the contents received.

The Parties declare that they consider the e-mailing 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 damage arising out of any delay in providing such information.

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

7. Liability

7.1 Service Provider's liability

7.1.1 The Service Provider will not be held liable for any consequences arising from a User's breach of the provisions of these GTC, including, but not limited to, 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.

7.1.2 The Service Provider's liability will be limited to liability for conduct that damages life or physical integrity and for 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, lost profits and consequential damage.

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

7.1.4 The Service Provider may not be held liable for technical disturbances, including, but not limited to, any downtime in the electric, internet or computer networks.

7.1.5 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 Website.

7.2 User's liability

7.2.1 Users shall be obliged to bear or refund all damage arising out of any violation of the requirements set out in the GTC.

7.2.2 Users shall be relieved from liability if they prove that the breach of agreement was caused by a circumstance outside their control that could not be foreseen at the time of concluding the agreement, and they could not be expected to avoid that circumstance or prevent the damage.

Users shall be liable for the following in particular:

7.2.3 The User assumes liability for and warrants that he uses the e-charging sharing service only with an electric vehicle and accessories that are suitable for 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 using the e-charging service with an unsuitable electric vehicle or accessory.

7.2.4 All costs, damage and other detrimental legal consequences arising out of termination applied by the Service Provider in the event of any violation of the requirements of the GTC shall

This is an unofficial, working translation of the „Elektromobilitási szolgáltatás igénybevételének általános szerződési feltételei és adatvédelmi tájékoztató” (GENERAL TERMS AND CONDITIONS FOR THE USE OF ELECTROMOBILITY SERVICE AND PRIVACY NOTICE) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

be borne solely by the User who violated the GTC.

7.2.5 The User must be aware that chargers are high-voltage equipment designed specifically for charging electric vehicles and therefore may only be used in compliance with the instructions for 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 damage the User may sustain as a result of improper use, having regard to Section 7.1.

7.2.6 The prerequisite for use is that Users may not use the Service for purposes other than those set out in these GTC and in legislation. Users may avail themselves of the Service only in person, for non-commercial purposes. Users shall be liable for all activities related to the use of the Service.

8. Termination of the Agreement

8.1 Should any of the following events occur, the Service Provider may terminate the Agreement even with immediate effect, without having to pay damages:

- a) The User commits a serious breach of the provisions of the MOL Group’s Code of Ethics for Business Partners,
- b) Any statement or conduct/action by the User infringes the Service Provider’s good reputation or business integrity,
- c) The User violates his obligations set out in the agreement (in these GTC), but not expressly specified above.

In case of immediate termination by the Service Provider, the Parties shall settle accounts with each other regarding the service provided until the effective date of termination, including the breach of agreement and its consequences.

In the event of immediate termination, the Service Provider reserves the right to enforce its rights stemming from the breach of agreement, including the right to compensation for damages.

8.2 The Service Provider will notify the User concerned about immediate termination in writing, by registered mail with advice of delivery. The notice mentioned in this paragraph must include the name of the User concerned, the reason for termination, the provision of the GTC violated by the User, a short description of the breaching conduct, and the date when the agreement will be terminated.

9. Complaints handling, customer service

9.1 Users may contact the Customer Service with their complaints, orally or in writing, using the Customer Service’s mailing or e-mail address or its telephone number or the colleagues at the location that has been contracted by the Service provider.

In addition to the above, the User may raise a complaint directly with an attendant at the charging station-in case it is not free of charge-.

9.2 If Users submit complaints 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 complaints submitted by phone, deliver it to the User at the time of sending the answer to the complaint.

If a 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 give to the user personally.

<p>9.3 The minutes taken of the complaint shall contain the following:</p> <ul style="list-style-type: none">a) Name and address of the user,b) the place, time and manner of submitting the complaint,c) detailed description of the User's complaint, list of documents and other evidence presented by the consumer,d) a statement from the business on its position concerning the User's complaint if it is possible to investigate the complaint immediately,e) signatures 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.
<p>9.4 The Service Provider shall operate a call centre during the operation of which phone calls conducted with customer service are recorded in order to enable the Service Provider to credibly reconstruct events in the case of a consumer dispute.</p> <p>In the event that a User speaks rudely, uses obscene phrases, offends the customer service staff member or the Service Provider, the Service Provider may terminate the call.</p>
<p>9.5 The Service Provider shall send its answer regarding the substance of the complaint to the User by e-mail or in writing by registered mail within thirty (30) days. The Service Provider must provide reasons for decisions rejecting the complaint.</p>
<p>9.6 The Service Provider must safeguard the complaint or the minutes recorded of the complaint and a copy of the answer regarding the substance of the complaint for 5 (five) years, and present them if requested by the authorities auditing such items.</p>
<p>9.7 In the event of customer disputes, Users may contact the arbitration boards having competence at the User's place of permanent or temporary residence. The seat, phone contact, internet contact possibilities and mailing address of such arbitration boards can be found at http://www.fogyasztovedelem.kormany.hu/node/8579.</p>
<p>9.8 If the complaint is rejected, the Service Provider must inform the User in writing about the authority or arbitration board where a procedure may be initiated concerning the complaint, depending on the nature of the complaint. Furthermore, the information thus provided must contain the seat, phone and internet contact details and mailing addresses of the competent authority and/or the arbitration board having competence at the consumer's place of permanent or temporary residence. The information shall also include whether the business avails itself of the arbitration board's proceedings in order to settle the consumer dispute.</p>
<h2>10. Miscellaneous provisions</h2>
<p>10.1 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 in print form at the charging station, he has become familiar with its requirements and agreed to be bound by them and thus he will not be able to invoke a lack of awareness of those requirements during the performance of the Agreement.</p>
<p>10.2 Force Majeure It shall not constitute a breach if any of the Contracting Parties is not able to perform its obligations</p>

This is an unofficial, working translation of the „Elektromobilitási szolgáltatás igénybevételének általános szerződési feltételei és adatvédelmi tájékoztató” (GENERAL TERMS AND CONDITIONS FOR THE USE OF ELECTROMOBILITY SERVICE AND PRIVACY NOTICE) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

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, terrorist action, etc.), which do not depend on the will of the Parties and directly impede the particular Party in fulfilling their contractual obligations.

Contractual deadlines shall be extended by the duration of the force majeure event. If the duration of a force majeure event exceeds 30 days, the Parties shall hold a consultation about the possible amendment of the Agreement. If the consultation does not yield any results after 10 days, either Party may terminate the Agreement with immediate effect, even if otherwise not entitled to termination under the governing law or the Agreement. Furthermore, the Parties shall promptly settle accounts in relation to the termination of the Agreement according to the rules on impossibility of performance.

The Parties shall promptly notify each other of the threat or occurrence of a force majeure event and its anticipated duration in writing. If a Party provides late notification of the threat or occurrence of a force majeure event, this Party will be liable for any damage arising from late notification.

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

Third parties not expressly granted any rights hereunder may not demand services stipulated in this agreement.

10.4 The Parties shall attempt to settle all disputes related to this agreement amicably. 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.

10.5 This Agreement constitutes the entire agreement of the Parties established on the subject matter hereof. Any former verbal or written consultation or agreement concerning the conclusion of this Agreement and its subject matter shall be revoked. The habits the application of which was agreed by the Parties in their former business relationship and practices developed between the Parties shall not constitute part of this Agreement. Furthermore, habits widely known and regularly used by parties of similar agreements in the particular business do not constitute part of this Agreement either.

10.6 The annexes listed above shall form an inseparable part of the Agreement.

10.7 Should there be any discrepancies, the Hungarian version of the GTC shall prevail.

This is an unofficial, working translation of the „Elektromobilitási szolgáltatás igénybevételének általános szerződési feltételei és adatvédelmi tájékoztató” (GENERAL TERMS AND CONDITIONS FOR THE USE OF ELECTROMOBILITY SERVICE AND PRIVACY NOTICE) for information purposes only. In case of any discrepancies between the two versions, the Hungarian version shall prevail.

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://www.molplugee.hu/Privacy_policy_e-mobility_services.pdf