



General Conditions for Electricity Supply for Electric Mobility on the Grid

MOBI.E

1. Object of the Contract

These General Conditions and its annex (General Conditions of Use of the Electric Mobility Network approved by the Managing Body of the Electric Mobility Network), together with the Special Conditions, constitute the electricity supply contract for charging electric vehicle batteries at charging points within the electric mobility network MOBI.E, between EVIO - Electrical Mobility, Lda, as electricity supplier for electric mobility, holder of registration no. 20, dated 10 July 2020 (hereinafter "EVIO" or "CEME") and the user of electric vehicles (hereinafter "Customer"), through the use of the electronic platform of electric mobility services GO CHARGE, provided by GO CHARGE, S.A., available at <https://www.gocharge.pt>, Play Store and App Store (hereinafter "platform") and/or the GO CHARGE and/or CAETANO GO card (hereinafter "card" or "Contract").

The services which are the object of the Contract, although provided by EVIO, are managed, and operated by GO CHARGE.

The GO CHARGE platform allows, among other features, the identification and authentication of the respective customers using electric vehicles, the visualization of the available charging points, the selection of the charging point to be used, as well as the remote start and end of charging.

To use the platform, the Customer should consult and accept the terms and conditions of use, available at <https://www.gocharge.pt> and in the GO CHARGE App.

One or more cards and the use of the platform may be associated to the same contract.

The possibility of using the platform to charge electric vehicle batteries on the MOBI.E network depends on activation by the Electric Mobility Network Management Entity (hereinafter "EGME"). If the EGME does not have this functionality active, the Customer must use the card identified for this purpose.

2. Duration of the contract

The contract has a duration of 12 (twelve) months, counted from the Client's subscription date, effective through the subscription of the Particular Conditions, being automatically and successively renewed for equal periods if neither of the Parties opposes the renewal, through written notice sent to the other at least 30 (thirty) days before the date of its initial term or any of its renewals.

3. Charging points

- 3.1. Under the terms of Decree-Law no. 39/2010, of 26 April, as amended by Decree-Law no. 90/2014, of 11 June, charging points are the infrastructures or equipment exclusively dedicated to charging electric vehicle batteries, excluding conventional electric sockets, which are integrated in the MOBI.E. network.
- 3.2. The Customer may access any publicly accessible recharging point within the MOBI.E network in Mainland Portugal and the Islands of Madeira and Azores, without entering into a contract with the operator of the recharging point (hereinafter, "OPC").
- 3.3. By accessing the charging points of the MOBI.E network, the Customer undertakes to comply with the General Conditions of Use of the Electric Mobility Network (attached to these General Conditions) and to observe all rules of use and technical and safety conditions applicable and posted at the charging point where the Customer is located.
- 3.4. Any technical malfunctions or failures related to the operation of the recharging points must be reported to the respective PCO, to the telephone contact displayed on the site, which must be permanently available and not incur any costs for the Customer.
- 3.5. The price due for the services of use of the recharging point practiced at each recharging point is posted on the site and is charged by the OPC to EVIO, as the EMC, which shall reflect it in the Customer's electricity supply invoice for electric mobility issued under this Agreement.
- 3.6. As soon as the Customer is aware that the vehicle has finished charging, the Customer must immediately remove the vehicle from the recharging point, under penalty of incurring in parking costs, in accordance with the rules defined by each PCO, and finding himself/herself in an improper parking situation.

4. Price

- 4.1. The supply price due by the Customer for each electric vehicle battery charge is made up of the sum of the following components:
 - a) Energy price, stated in the Specific Conditions, based on the total quantity of electricity in kilowatt hours (kWh) supplied in each charge;

- b) Price for the use of the recharging point charged by the respective OPC, which may vary between the different recharging points and which is disclosed to the Customer at each recharging point by the OPC;
 - c) Electricity network access tariffs for electric mobility, set by the Energy Services Regulatory Authority (hereinafter "ERSE"), calculated according to the type of supply (point of delivery from the Public Electricity Supply Network to the electric mobility network in low voltage or medium voltage) and time period;
 - d) Activation tariffs practiced by CEME and OPC;
 - e) VAT at the legal rate in force at the time of issuing the invoice, Special Consumption Tax, as well as any other taxes, fees, charges or contributions legally applicable to the supply of electricity for electric mobility at the time of issuing the invoice.
- 4.2. EVIO is entitled to make changes to the price payable by the Customer, subject to prior notice as set out in clause 12, in the following situations:
- a) Changes approved by ERSE in the electricity network access tariffs for electric mobility and in the EGME tariffs applicable to CEMEs, OPCs and DPCs, whether in terms of their value or the tariff structure itself, namely through their recomposition or the introduction of new components;
 - b) Change in electricity acquisition costs;
 - c) Legal or regulatory changes to the obligations and burdens of the CEME.

5. Invoicing

- 5.1. Invoices are issued by EVIO, after sending the charging session data by EGME and processing the respective payment and are based on the charges made at the charging points, registered in EGME's management system.
- 5.2. The invoice shall itemize all the price components set out in clause 4.1, disaggregating, for each charge, information regarding the supply of electricity and information regarding the use of the recharging point.
- 5.3. The invoice also contains the following information on labelling of electric energy for charging electric vehicles:

- a) Primary energy sources used and the contribution of each energy source to the total electricity purchased.
 - b) The environmental impacts corresponding to electricity supplies, namely radioactive waste production and CO2 emissions, in microgram/kWh and in gram CO2/kWh, respectively;
 - c) The consultation sources on which the information made available to the public on the environmental impacts resulting from the production of traded electricity is based.
- 5.4. When applicable, the invoice also provides information regarding discounts and subsidies granted directly or indirectly by the State to electric mobility.
- 5.5. In case of discrepancy between the information regarding the amount of electric energy consumed in a given charge displayed at the charging point at the end of the charge, the information displayed in the electric vehicle and the information subsequently included in the invoice that the Customer shall receive from EVIO regarding the amount of energy consumed in that same charge, the information contained in the invoice received by the Customer shall prevail, for all purposes.
- 5.6. The Customer shall immediately report to EVIO any irregularity detected in the electricity supply service provided under this Agreement, including problems detected in the use of the platform or the card and in the billing of top-ups.
- 5.7. The invoice issued is sent to the Customer's e-mail address, as set out in the Specific Conditions, implying the Customer's express acknowledgement and acceptance to receive invoices exclusively in electronic format, subject to the respective legal requirements.
- 5.8. The Customer undertakes to keep his or her email box available for receipt of invoices and to immediately communicate any change in the email address indicated when signing up for this service.
- 5.9. EVIO may, at any time, suspend and/or cancel this invoicing format, namely in case of impossibility of delivery of the same to the e-mail box indicated by the Customer, and may also, at any time, request confirmation of any element provided by the Customer.

6. Payment

- 6.1. The Customer must pay the amount due under the terms of the invoice issued within 21 (twenty-one) days from the date of issue by valid means of payment, depending on the method of payment chosen in the Particular Conditions.
- 6.2. Failure to pay the invoice within the stipulated period shall result in the Customer incurring an obligation to pay default interest at the default rate fixed by law for credits held by commercial companies, from the day following the due date of the invoice up to and including the day on which full payment of such amount is made into EVIO's bank account, such amount being included, itemized, in the invoice following the date of payment of the debt to which it relates.
- 6.3. Additionally, and in cases of repeated late payment of the amounts due under this Agreement, EVIO may charge penalties whose amount will be disclosed through its website, on the GO CHARGE platform or in the Particular Conditions.
- 6.4. Failure to pay the invoice within the stipulated period may also lead to the inactivation of the use of the platform and/or the identified card and to the termination of the Contract under the terms foreseen in these General Conditions.
- 6.5. Enforced collection of debts arising out of non-compliance by the Customer with the terms of this Agreement shall, to the extent of the non-compliance, entail payment by the Customer of all costs and charges, including court costs, lawyers' and enforcement agents' fees and any other costs arising out of the enforced collection of the debt.

7. Conditions of use of the GO CHARGE card

- 7.1. The GO CHARGE card to be sent by GO CHARGE to the Customer, in case of request of the latter, shall be active from the activation date communicated by the EGME to the CEME.
- 7.2. The Customer is solely responsible for the use of the GO CHARGE Card by the Customer or any third party authorized by him.
- 7.3. The Customer undertakes to request EVIO to cancel the card and issue a new card in case of loss, by paying the amount indicated for this purpose in the GO CHARGE platform, being applicable the provisions of clause 8.
- 7.4. EVIO may require the Customer to return the card whenever it has been used improperly or inadequately, in which case there will be payment of the amount indicated for that purpose on the GO CHARGE platform.

7.5. The card is valid for the duration of the Contract.

8. Security and inactivation of the GO CHARGE platform and/or the GO CHARGE card

8.1. The use of the GO CHARGE platform and/or the GO CHARGE card may be temporarily inactivated by EVIO or EGME for objectively founded reasons relating to:

- a) The integrity of the platform and/or the card;
- b) The suspicion of unauthorized or fraudulent use of the platform and/or the card, including situations of loss, deterioration, theft or robbery of the card;
- c) The safe use of battery charging points for electric vehicles;
- d) The security of the electric mobility network management system;
- e) EVIO's breach of contract with one or more parties intervening in the electric mobility network, under the terms of the Electric Mobility Regulation.

8.2. In the cases referred to in sub-paragraphs a) to d) of the preceding paragraph, EVIO shall inform the Customer, via the e-mail contact provided for in the Particular Terms and Conditions, of the inactivation of the use of the Platform and/or the card and the respective justification, if possible prior to effecting such inactivation or at the latest immediately after such inactivation, unless such information cannot be provided for objectively founded security reasons or is prohibited by other applicable legal or regulatory provisions.

8.3. In the case of paragraph b), and besides reporting to the police authorities, the Customer is obliged to immediately communicate to EVIO the occurrence of any of the situations set forth therein, whether in Portugal or abroad, and EVIO shall ensure the respective inactivation within a maximum period of 24 hours.

8.4. The Customer is responsible for and will bear all losses resulting from unauthorized transactions if they (i) are due to fraudulent behavior or breach of duty to use the APP GO CHARGE and/or the card in accordance with the terms and conditions stipulated or (ii) occur after misappropriation or any unauthorized use of the platform and/or the card not reported and/or until the expiry of the maximum period for inactivation set out in the previous paragraph.

- 8.5. As soon as the reasons for the inactivation cease to exist, EVIO will ask the EGME to reactivate the use of the GO CHARGE platform and/or the card within a maximum period of 48 hours.
- 8.6. EVIO may also suspend the supply of electricity under this Agreement by deactivating the use of the platform and/or the card and by giving written notice to the e-mail address provided in the Particular Conditions at least 5 (five) days in advance if the Customer fails to pay in due time any amount invoiced under clause 6.1.

9. Customer service

- 9.1. The electricity supply service for electric mobility complies with the quality standards set out in ERSE's Regulations applicable to the Electric Mobility Sector and the levels established in these General Conditions, under the following terms:
- 9.2. Commercial attendance
 - 9.2.1. GO CHARGE provides the Customer with the following means of support:
 - a) Commercial telephone service, through the number provided in the GO CHARGE platform for this purpose (local call cost), available from 9am to 6pm on working days (Monday to Friday);
 - b) Via the electronic contact form available at <https://www.gocharge.pt>;
 - c) Via the email address suporte@gocharge.pt.
- 9.3. Requests for information and complaints
 - 9.3.1. The Customer has the right to request from EVIO any information on technical or commercial aspects related to the provision of electric power for electric mobility and EVIO has the duty to provide and disclose relevant information to the Customer.
 - 9.3.2. Communications in which the Customer considers that its rights or expectations have not been duly safeguarded are considered complaints.
 - 9.3.3. Complaints must be submitted through any of the service channels referred to in clause 9.2.1 and may also be submitted through the complaint

book in electronic format, access to which is available on the webpage <https://evio.pt/>.

- 9.3.4. Complaints and requests for information must contain the complete identification of the Customer, the issues raised or the description of the reasons for the complaint and other information elements that facilitate or complement the characterization of the situation being questioned or complained about.
- 9.3.5. EVIO undertakes to respond to all claims addressed to it through any of the above service channels within a maximum period of fifteen (15) business days from the date of their receipt.
- 9.3.6. Where a claim is made and it is impossible to comply with the time limit set out in the preceding paragraph, EVIO shall inform the Customer, through interim communication, of the steps taken, as well as the facts which made it impossible to reply within the established time limit, indicating the expected time for reply and, whenever possible, a contact person.
- 9.3.7. If the complaint has not been fully decided in favor of the Customer's claims, the Customer shall have the right to complain to ERSE and shall be informed thereof in the reply issued by EVIO.
- 9.4. In case of a breach of contract by EVIO which makes it impossible to charge batteries of electric vehicles through the use of the GO CHARGE platform and/or the GO CHARGE Card and which is not attributable to the OPC, EVIO shall be liable under general law to compensate the Customer for the proven consequential damages. This shall not include compensation for any loss of profits or indirect damages of the Customer or third parties, including those resulting from failures of supply or quality of the services provided. In both cases, exceptions are made for cases of intent or serious fault.
- 9.5. EVIO shall not be obliged to pay any compensation to the Customer in situations caused by acts of God or force majeure, as provided for in article 8 of the Quality-of-Service Regulation, approved by Regulation no. 629/ 2017, of December 20th, of ERSE.

- 9.6. EVIO shall not be liable for facts or deficiencies occurring in the context of the use of the telecommunications, internet or e-mail service which are not directly attributable to EVIO.

10. Treatment of personal data

- 10.1. EVIO undertakes to comply with the applicable legal and regulatory standards on privacy and personal data protection for the duration of the Agreement and after its execution or termination, in particular those contained in the General Data Protection Regulation (Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016).
- 10.2. EVIO provides all information regarding the processing of personal data in the context of the Agreement in the Privacy Policy, accessible on the GO CHARGE platform.
- 10.3. The entity responsible for the processing of personal data collected under this Agreement is EVIO, for the purpose of executing the contractual obligations and providing the services object of this Agreement, being GO CHARGE also responsible for the processing of data under the terms and for the purpose of using the platform and/or card.
- 10.4. For the purposes of executing this Agreement, personal data will also be processed by the EGME, pursuant to paragraph 9 of the annex to these General Conditions, and in particular, with regard to the Customer providing, upon consent, a direct contact to the EGME in order to be informed, if applicable, of the termination of the contract of adherence to the electric mobility network by the CEME, pursuant to paragraph 4 of article 12 and article 33 of the Electric Mobility Regulation approved by Regulation No. 854/2019, approved by ERSE on 4 November 2009. No. 4 of article 12 and article 33 of the Electric Mobility Regulation, approved by Regulation No. 854/2019, of November 4th, from ERSE, and by subcontractors and third parties under the terms provided for in the Privacy Policy, accessible on the EVIO platform.
- 10.5. EVIO shall ensure the Customer the right to obtain confirmation that his data is being processed, as well as all information regarding such processing. EVIO ensures the right of access, right of rectification, right of deletion/deletion, right of opposition and/or limitation to the processing and right of portability of personal data by the holder.
- 10.6. Specifically, the Customer is entitled to:
- 10.6.1. To request access to the personal data which EVIO holds, you may also consult this

information in the section corresponding to your online account.

- 10.6.2. To request the rectification of the personal data held by EVIO, you may also access the personal data section of your account to change or update your personal data.
- 10.6.3. To request that EVIO erases your data to the extent that it is no longer necessary for the purpose for which it is processed, or when it is no longer legally authorized to process it;
- 10.6.4. To request that EVIO cancels or limits the processing of your personal data, which means that in certain cases the Customer may request EVIO to temporarily suspend the processing of the data or its storage beyond the time required.
- 10.6.5. If you have given your consent to process your data for any purpose, you have the right to withdraw it at any time.
- 10.6.6. Where the legitimacy for the processing of personal data derives from the consent of the Customer or from the execution of the Agreement, the Customer shall also have the right to request the portability of his personal data, i.e. to receive the personal data provided to EVIO in a structured, commonly used and machine-readable form, so that he can transmit it directly to another entity without any kind of hindrance from EVIO.
- 10.6.7. Furthermore, the processing of personal data being based on their legitimate interest, the Customer also has the right to object to their processing.
- 10.7. For the purpose of exercising the rights resulting from the execution of the present contract, EVIO enables the users of the platform to exercise their rights referred to above at all times and in accordance with the applicable legislation, for which they should contact EVIO and/or its Data Protection Officer (DPO) at the following e-mail support@go-evio.com . All rights relating to the use of the platform and/or the GoCharge card should be sent to the e-mail address suporte@gocharge.pt .

- 10.8. If you feel your rights have not been respected, you may lodge a complaint with the Portuguese National Data Protection Authority (CNPd):

Address: Av. D. Carlos I, 134 - 1.º, 1200-651 - Lisboa

Telephone: +351 213 928 400

Fax: +351 213 976 832

Email: geral@cnpd.pt

11. Communications

- 11.1. All notices and communications to be made by EVIO to the Customer may be made to any of the Customer's contact details set out in the Particular Conditions, the Customer agreeing that EVIO shall notify the Customer, for all purposes set out in this Agreement, by e-mail or SMS, provided that the latter is an appropriate means for the transmission of the content of the communication.
- 11.2. If the Customer wishes to contact GO CHARGE, the Customer may do so to the business contact details listed in clause 9.2.1, which are also available on the website <https://www.gocharge.pt>.

12. Modifications to the contract

- 12.1. EVIO may revise the contractual conditions contained in these General Terms and Conditions and/or in the Particular Terms and Conditions by sending a prior written communication to the Customer, and the new contractual conditions shall be deemed accepted if, within 7 (seven) days from the Customer's receipt of this communication, the Customer does not oppose to them, which shall be equivalent to terminating the Agreement. In case the Customer is a consumer, the deadline for prior notice of the new contractual conditions is 14 (fourteen) days. The Customer is considered a "consumer" if it is a natural person acting under the Contract for purposes that do not fall within the scope of its commercial, industrial, handicraft or professional activity.
- 12.2. The new Contractual Conditions shall come into force from the date defined by EVIO for that purpose.
- 12.3. Whenever a modification to the content or tenor of any clause of these General Conditions and/or the Specific Conditions constitutes an objective advantage for the Customer, the provisions of the preceding paragraph shall not

apply, without prejudice to EVIO's duty to inform the Customer of such modification.

13. Termination of contract

13.1. This Agreement may be terminated in the following situations:

a) By opposing the renewal at the Customer's or EVIO's initiative within the periods set out in Clause 2;

b) By revocation, by agreement between the Parties;

c) By termination by either party with a notice period of 30 (thirty) days;

d) By termination by the Customer or EVIO, namely in the cases set out in paragraphs 13.2. and 13.3. below, respectively;

e) In the event of the insolvency of either Party;

f) In case of extinction of any of the Parties, whatever the cause, except in situations of transformation, merger or spin-off;

g) In case of impossibility of compliance due to unforeseeable circumstances or force majeure, within the meaning of article 8 of the Quality of Service Regulations, affecting either Party, if after a period of 60 (sixty) consecutive days the reasons invoked persist;

h) In the other cases provided for by law.

13.2. The Customer may have the initiative to terminate this Agreement by termination, namely, in case of non-fulfilment of the obligation to provide electricity for electric vehicle charging for reasons attributable to EVIO, as well as in situations of inactivation of the platform and/or the card for the reason indicated in paragraph e) of Clause 8.1.

13.3. Termination of this Agreement by termination may occur at EVIO's initiative in the event of non-payment in due time of any invoiced sum or improper and/or fraudulent use of the platform and/or the card, without prejudice to the Customer's obligations to pay the amounts due.

13.4. The termination of this Agreement shall be effected by means of a notification addressed to the other Party, with a minimum prior notice of 30 (thirty) days in relation to the date of effect of the termination, except in the situations foreseen in paragraph f), in which it occurs automatically.

- 13.5. The termination of the Agreement, for any reason, means the automatic expiration of all existing obligations between the Parties.
- 13.6. In cases where the Contract is concluded through the EVIO platform, the Customer has the right to freely terminate the contract within 14 (fourteen) days from the date of the conclusion of the contract, without giving any reason and without the need to pay any amount or compensation, except for the consumptions made until that date.
- 13.7. If the Customer wishes to exercise the right of free termination foreseen in the preceding paragraph, the Customer shall communicate to EVIO, within the aforementioned period, its decision to terminate the contract by means of an unequivocal statement, which may be communicated to the email address support@go-evio.com.
- 13.8. For the purposes of the preceding paragraph, the Customer may, on an optional basis, use the free-withdrawal form attached to these General Conditions.

14. Conflict resolution

- 14.1. In the event of any conflict, notably about the interpretation, execution and application of the applicable legal or contractual provisions, the Customer and EVIO shall seek to resolve it amicably.
- 14.2. Notwithstanding the possibility of resorting to judicial courts, the Customer may choose to request the intervention of an entity for alternative dispute resolution, namely by resorting to the mechanisms for arbitration and mediation of disputes provided on the website of the Directorate General for the Consumer at <https://www.consumidor.gov.pt/ral-mapa-e-lista-de-entidades.aspx> and listed below:

CNIACC - National Centre for Information and Arbitration of Consumer Conflicts (www.arbitragemdeconsumo.org); CIMAAL - Algarve Consumer Conflict Information, Mediation and Arbitration Centre (www.consumidoronline.pt); Coimbra District Consumer Conflict Arbitration Centre (www.centrodearbitragemdecoimbra.com); Lisbon Consumer Conflict Arbitration Centre (www.centroarbitragemlisboa.pt); Consumer Information and Arbitration Centre of Porto (www.cicap.pt); Consumer Conflict Arbitration Centre of Vale do Ave (www.triave.pt); Consumer Information, Mediation and Arbitration Centre www.ciab.pt; Consumer Conflict Arbitration Centre of Madeira (www.srrh.gov-madeira.pt) and the

Arbitration Centre of the Autonomous University of Lisbon
(<https://arbitragem.autonoma.pt.>).

15. Applicable Legislation and Regulations

This Agreement is governed by Portuguese law, in particular by the legislation and regulations applicable to the Electric Mobility Sector, currently contained in Decree-Law No. 39/2010, of 26 April, as amended by Decree-Law No. 90/2014, of 11 June, and by the Electric Mobility Regulation, approved by ERSE Regulation No. 854/2019, of 4 November.

Annex

General Conditions for the use of the Electric Mobility Network

1. VALIDITY OF THE CONDITIONS OF USE OF ELECTRIC MOBILITY NETWORK

The present Conditions of Use of the Electric Mobility Network ("Conditions") apply to Electric Vehicle Users ("EVU") from the moment they are published on the EGME website.

2. THE ELECTRIC MOBILITY NETWORK

- 2.1. The electric mobility network comprises the integrated set of charging points and other infrastructures, of public and private access, related to the charging of electric vehicle batteries, aimed at enabling the access of EVUs to electric mobility.
- 2.2. The existence of an integrated network, as is the case of the electric mobility network, ensures interoperability between charging points, management systems, brands and electric vehicle battery charging systems, as well as universal and equal access of EVs to the electric vehicle battery charging service and other services integrated in the electric mobility network.
- 2.3. Charging points are infrastructures or equipment exclusively dedicated to electric vehicle battery charging, to which other services related to electric mobility may be associated, excluding conventional electric sockets.
- 2.4. The main activities associated with electric mobility comprise:
 - The marketing of electricity for electric mobility;
 - The operation of charging points of the electric mobility network;
 - The operations management of the electric mobility network.

- 2.5. The supply of electricity for electric mobility may only be carried out by recharging point operators duly licensed for this purpose by the Directorate General for Energy and Geology (DGEG) and registered as Electricity Suppliers for Electric Mobility ("CEME") by the same entity - DGEG.
- 2.6. The activity of operating recharging points may only be exercised by entities duly licensed for that purpose, as Charging Point Operators ("OPC").
- 2.7. The management of electric mobility network operations corresponds to the management of energy and financial flows associated with electric mobility network operations, as well as the management of the respective platform, this activity being carried out by the Electric Mobility Network Management Entity ("EGME").
- 2.8. According to the structure of the electric mobility system, to charge the batteries of its vehicle the UVE establishes a contract with one or more CEME, which provides the electricity trading service for electric mobility.
- 2.9. In the absence of a contractual relationship between UVE and OPC, the consideration for the use of OPC recharging points shall be paid by UVE to the respective CEME, and subsequently CEME shall pay that same consideration to OPC.
- 2.10. Charging points may be of normal power or high power (fast), the former being characterized by allowing the transfer of electricity to an electric vehicle with power less than or equal to 22 kW and the latter by allowing the transfer of electricity with power greater than 22 kW.

3. CHARGING POINTS INTEGRATED INTO THE ELECTRIC MOBILITY NETWORK

- 3.1. To charge electric vehicle batteries, UVE may access any publicly accessible charging point, being obliged to respect the rules of use and technical and safety conditions posted on the site.
- 3.2. The charging of electric vehicle batteries does not presuppose the prior execution of any business or the existence of a contract between UVE and OPC.
- 3.3. The remuneration for the services provided by the OPC and respective direct or indirect cost, imputed to the UVE, may not be discriminatory in function of the EMB contracted by the UVE.

- 3.4. Appropriate information on prices and commercial conditions for access to recharging points shall be made available to UVEs by the PCOs, and this information must be visible at the recharging point, notwithstanding the fact that it may be made available through other means, namely APP or other electronic means.
- 3.5. The OPC must allow UVE access, regardless of the EMC contracted by them, to the recharging points operated by them.
- 3.6. The price due for the charging services practiced at each charging point is charged by the OPC to CEME, which in turn reflects the remuneration due to OPC on UVE's invoice issued under the Particular Conditions of the Contract between UVE and CEME.
- 3.7. The access to charging points with private access, but integrated in the electric mobility network, depends on the fulfilment, by the UVE, of the respective conditions exclusively determined by the respective holder of the charging point and/or the owner of the space.
- 3.8. Charging point operators may only discriminate against access to their respective charging points in cases of technical incompatibility.
- 3.9. The EGME provides, in real time, information on the status of all the recharging points located in public access areas, namely, information on the operational status and use (charging versus standby) of the points, as well as their technical characteristics.
- 3.10. In the event of discrepancy between the information, relative to the amount of electric energy consumed in a given loading and/or the loading time, displayed at the loading point right at the end of the loading, the information displayed on the electric vehicle and the information subsequently included in the invoice that UVE may receive from CEME relative to the amount of energy consumed and/or the loading time in that same loading, the information on the invoice received by UVE shall prevail, for all purposes.

4. SERVICE TO UVE

- 4.1. The services associated with electric mobility must comply with the quality standards established in the Regulations published by ERSE applicable to the Electric Mobility Sector and the levels established in these Conditions.

- 4.2. The EGME manages an information system that allows UVE to be informed of the respective consumption in the electric mobility network, according to time and energy metrics, used in determining the prices of the services provided by the OPC and CEME, as well as other applicable tariffs, fees and taxes indexed to these same metrics.
- 4.3. In the event the PCO does not have a fixed or permanent establishment where customer services are provided to the public, including direct contact with the same, the complaint book shall be made available in electronic format and a sign shall be posted, in a clearly visible place and in characters easily readable by the UVE, indicating how the complaints may be processed.
- 4.4. Any technical malfunctions or failures related to the operation of the charging points must be communicated to the respective OPC, to the telephone contact posted on the site, which must be permanently available and not incur any costs for UVE and may also be communicated to the EGME and the respective EMC. Subject to prior agreement between the OPC and the EGME, the telephone contact mentioned above may be the MOBI.E hotline.
- 4.5. In case of contact, information request or complaint addressed by an ELU to an OPC or to the EGME, the ELUs must identify themselves and communicate the external ID of their Card ("Card") or, if the service provided by the EMCEE does not include a Card, of another identification and authentication element that allows the unequivocal identification of the ELU before the EGME Management System.

5. RESPONSE TIMES TO INCIDENTS AND MALFUNCTIONS

- 5.1. The maximum response time, by the OPC, to situations of cable stuck on the charging point side is four hours, under the terms of the Electric Mobility Regulation, published by ERSE.
- 5.2. The restoration of normal operating conditions of a recharging point whose breakdown does not fall under the previous point shall be ensured by the OPC within 72 hours, under the terms of the Electric Mobility Regulation, published by ERSE.
- 5.3. In situations of malfunctioning or communication failures longer than 72 hours, the charging point may be temporarily removed from EGME's information systems, intended to inform

the UVEs, so that the information conveyed by the system does not mislead the UVEs.

- 5.4. As soon as the charging point's operational and safety conditions are re-established, and after verifying that communications between the charging point and the EGME's Management System are working properly, the charging point shall be reintroduced in the EGME's information systems.

6. MEANS OF ACCESS TO RECHARGING POINTS INTEGRATED IN THE ELECTRIC MOBILITY NETWORK

- 6.1. The access of UVEs to recharging points may be carried out in two ways:
- Card made available by CEME with RFID (radio frequency identification) technology to access the charging points of the electric mobility network, which identifies the UVE in the network, makes the point available for charging and associates the chargings to the present Contract;
 - Through APP or other electronic means, which may be made available by CEME, and which will allow, among other functionalities, the identification and authentication of the respective UVE customers, the visualisation of the available points, the selection of the charging point to be used, as well as remotely starting and ending charging.
- 6.2. The card and other means of access to the charging points integrated in the electric mobility network are the exclusive property of the CEME, which issues them, makes the respective activation request to the EGME, in the electric mobility network, as well as associates them to a contract with the UVE.
- 6.3. Transactions made using your Card or other means of access are deemed to be authorized unless you have previously reported the loss or theft of your Card.
- 6.4. The PIN must be entered to access and use the recharging point depends on the type of recharging equipment.
- 6.5. The RFID Card incorporates the external identification ("External ID") of the card on the front.
- 6.6. The Card incorporates an internal identification ("Internal ID") which is unique in the sense that there is no other Card in the world with the same Internal ID and it is only visible with scanning equipment.
- 6.7. The Card is personal and non-transferable.

- 6.8. The means of access through APP and other electronic means are personal and non-transferable, and shall be the exclusive knowledge of the Cardholder, and may not be disclosed or transferred to third parties.
- 6.9. The cardholder must ensure that the Card remains in its possession at all times to be aware of any possible occurrence as soon as possible.
- 6.10. The Card must be returned to the issuing EMC whenever it is used improperly or inappropriately, in such a way as to endanger its security, or in other cases provided for in these Conditions of Use or in the law.
- 6.11. The Cardholder must notify the relevant EMCEE immediately of any occurrence such as loss, theft, alteration, misappropriation, or any unauthorized use of the Card or access through an APP or other electronic means.
- 6.12. The communication of the occurrences mentioned in the previous point, verified either in Portugal or abroad, should be immediately addressed to the respective CEME, through the means identified in the Special Conditions. Subject to prior agreement between the CEME and the EGME, the telephone contact referred to above may be the MOBI.E. hotline.
- 6.13. The UVE Titular must also report to the local police/judicial authorities the occurrences, presenting a certificate of the respective report to the respective EMCEE.
- 6.14. One or more Cards and/or alternative or complementary means of access to the electric mobility network, issued by CEME, may be associated to the same contract.
- 6.15. Under exceptional conditions and exclusively related with the safety of the UVEs and other users of the spaces where the charging points are installed, EGME may block the access to all charging at the point or points in question.

7. BLOCKING ACCESS TO THE ELECTRIC MOBILITY NETWORK

- 7.1. The use of the Card or alternative means of access to points of the electric mobility network may be blocked by the EGME for objective and justified reasons relating to:
 - a) The safe use of battery charging points for electric vehicles;
 - b) The security of the electric mobility network management system;

c) Breach of contract by the CEME, with which the UVE has a contract, with one or more agents of electric mobility or the electricity sector, under the terms of the Electric Mobility Regulation.

7.2. The use of the Card or alternative means of access to the electric mobility network points may be blocked by the EGME at the request of the CEME in accordance with the General Conditions of the Contract between UVE and the CEME.

7.3. In the cases referred to in the preceding paragraphs, the EMCEE will inform the UVE Cardholder, in writing, of the blocking of the use of the Card and the reasons for this, if possible before blocking the Card or, at the latest, immediately after blocking, unless such information cannot be provided for objectively justified security reasons or is prohibited by other applicable legal or regulatory provisions.

7.4. As soon as the reasons for blocking the card no longer apply, the EMCEE may ask the EGME to unblock the card.

8. OTHER DUTIES OF THE UVE

8.1. It is the responsibility of UVE to inform itself duly and with the necessary anticipation about the functioning of the points, following the instructions given by the OPC.

8.2. Whenever UVE notices any occurrence at a recharging point, it must inform the respective PCO.

8.3. When in public areas, UVE shall use the parking space only for the time strictly necessary to charge the vehicle, without prejudice to each PCO's own rules, namely in terms of the time limit within which, once charging has been completed, the electric vehicle must be removed from the parking space.

8.4. Upon expiration of the extension period stipulated in the previous number, the UVE is in an improper parking situation, and is thus subject to the actions of the parking control entities.

9. PERSONAL DATA PROTECTION POLICY

9.1. Whenever, for operational reasons, EGME has access to UVEs' personal data, namely for real time notifications or within the scope of contacts or complaints made by UVEs, EGME processes such personal data in accordance with the terms provided by law, namely in the General Data Protection Regulation, approved by Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016

("RGPD"), as well as in all applicable complementary legislation.

- 9.2. When EGME has access to the personal data of a UVE, the UVE will be provided with the information foreseen in articles 13 and 14 of the RGPD, depending on whether the personal data was collected from the UVE or not, respectively.

10. MODIFICATION OF THE CONDITIONS OF USE OF THE ELECTRIC MOBILITY NETWORK

- 10.1. These Conditions may be altered by written communication, on paper or any other durable medium, from the CEME to the UVE Holder.
- 10.2. The conditions of the present contract may be subject to alterations decided and formally communicated by the EGME to the CEME, within the scope of its attributions, keeping, in any case, the obligation related to the communication.
- 10.3. The proposal to change the Conditions will be communicated at least 14 days before the proposed effective date, and the UVE Holder will be deemed to have accepted the proposed changes if he has not communicated, in writing and before the proposed effective date, that he does not accept them.
- 10.4. If the UVE Holder does not accept the proposed changes, it shall be entitled to terminate the Agreement with CEME.