

GENERAL TERMS AND CONDITIONS (GTC)

for the use of the E.ON Drive advertising platform

1. Introductory Provisions

1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the contractual relationship between **E.ON Drive Infrastructure CZ s.r.o.**, ID No.: 140 88 924, with its registered office at F. A. Gerstnera 2151/6, České Budějovice 7, 370 01 České Budějovice, registered in the Commercial Register maintained by the Regional Court in České Budějovice, File No. C 31736 (hereinafter referred to as the "**Provider**") and natural or legal persons acting within the scope of their business activities (hereinafter referred to as the "**Advertiser**").

1.2. The subject of the service is the provision of advertising space on digital displays of electric vehicle charging stations and related online surfaces (hereinafter referred to as the "**Service**") via the Provider's web application (hereinafter referred to as the "**Application**").

2. Registration and User Account

2.1. Registration and the creation of a user account in the Application are conditions for using the Service. The Service is intended exclusively for business entities (B2B).

2.2. The Advertiser is obliged to provide true and up-to-date billing information.

2.3. The Advertiser is responsible for the confidentiality of their login credentials. All orders made from the Advertiser's account are considered orders made by an authorized person of the Advertiser.

3. Rules for Ad Creatives and Approval Process

3.1. **Legal Compliance:** The Advertiser bears full and exclusive responsibility for the content of the advertising message (hereinafter referred to as the "**Ad Creative**"). The Ad Creative must comply with the legal regulations of the Czech Republic (in particular Act No. 40/1995 Coll., on Advertising Regulation) and must not infringe the rights of third parties (copyrights, trademarks).

3.2. **Technical Requirements:** The Ad Creative must meet the technical specifications listed in the Application (resolution, file format, maximum data size). The Provider is not responsible for reduced display quality caused by the delivery of low-quality materials. The Ad Creative must not contain elements that would reduce the readability of the charging station's user interface (e.g., text in the protective zones of the display).

3.3. Right of Refusal: The Provider reserves the right to refuse, suspend, or remove any Ad Creative, even without prior notice, if it evaluates it as inappropriate.

3.4. Definition of Inappropriate Content: Content is considered inappropriate, in particular, if the Ad Creative:

- Contains elements of violence, erotica, pornography, or discrimination based on race, gender, or religion.
- Is contrary to good morals or the ethical code of the E.ON Group.
- Promotes products or services that are in direct competition with the business interests of the E.ON Group (especially the sale of electricity, gas, photovoltaics, competing charging station networks), unless agreed otherwise in writing.
- Promotes political parties or movements.
- May endanger road safety (e.g., flashing effects, elements interchangeable with traffic signs, distracting colors).

3.5. Liability for Damage (Indemnification): In the event that a fine is imposed on the Provider or other damage arises as a result of the content of the Advertiser's advertisement (e.g., infringement of copyright or advertising regulations), the Advertiser undertakes to compensate the Provider for such damage in full, including legal representation costs.

4. Order, Price, and Payment Terms

4.1. Conclusion of Contract: The contract for the provision of advertising space is concluded at the moment of confirmation of the order in the Application and its subsequent approval by the Provider (acceptance of the Ad Creative). The Provider does not guarantee the availability of the requested slots at the time of order creation if the system capacity is exhausted before the process is completed (so-called "overselling").

4.2. Price: The price for advertising slots is governed by the price list valid at the time the order is created in the Application. Prices are listed exclusive of VAT.

4.3. Maturity: The Service operates on a pre-paid basis. The Advertiser is obliged to pay the price of the campaign based on an advance invoice.

4.4. Condition for Launch: The advertisement will be deployed for broadcasting only after the full amount has been credited to the Provider's account and the Ad Creative has been approved. The order in the Application must be made no later than **8 days** before the start of the period for which the campaign is ordered.

4.5. Substitute Performance upon Rejection: If the Ad Creative is rejected pursuant to Article 3.3, the Provider shall invite the Advertiser to remedy the situation. If the Advertiser does not deliver a compliant Ad Creative no later than **8 days** before the planned launch, the Provider has the right to cancel the order and charge a cancellation fee amounting to 50% of the order price as compensation for the reserved capacity.

5. Cancellation Conditions

5.1. The Advertiser may cancel the ordered campaign before its start under the following conditions:

- Cancellation more than **8 days** before the start: No fee (100% refund).
- Cancellation 7 to 2 days before the start: Cancellation fee of 50% of the campaign price.
- Cancellation less than 48 hours before the start: Cancellation fee of 100% of the campaign price.

6. Operating Conditions and Claims

6.1. The Provider guarantees the deployment of the advertisement in the ordered scope with a tolerance of +/- 5% of the number of impressions caused by technical influences. The technical records (logs) of the Provider's system are decisive for assessing the number of impressions.

6.2. **Outages:** The Provider is not liable for short-term outages caused by maintenance, power failure, internet connection failure, or force majeure.

6.3. **Compensation:** In the event of a demonstrable outage on the part of the Provider, which causes the non-delivery of more than 10% of the ordered volume of advertising, the Advertiser is entitled to a refund of a proportional part of the paid price in the form of credit for future campaigns.

6.4. Claims must be made in writing (by e-mail) no later than 14 days after the end of the campaign. The claim must include a description of the defect.

7. Personal Data Protection

7.1. The processing of personal data is governed by the document "Personal Data Processing Principles", which is available in the footer of the website and forms an integral part of the registration.

8. Final Provisions

8.1. Legal relations not regulated by these GTC are governed by the legal order of the Czech Republic, in particular the Civil Code.

8.2. The general courts of the Czech Republic determined by the Provider's registered office are competent for potential disputes.

8.3. The Provider is entitled to unilaterally amend the wording of the GTC. The change will be published in the Application. For campaigns already ordered, the GTC effective at the time of the order apply.

8.4. These GTC become valid and effective on **January 22, 2026**.

In case of any discrepancies between the Czech and English versions of these Terms and Conditions, the Czech version shall prevail.