

## **General conditions and rules on the use of the charging infrastructure**

### **1. INTRODUCTORY PROVISIONS**

- 1.1. These General Terms and Conditions (below: GC) and the rules on the use of the charging infrastructure define the rules on the use of the charging infrastructure and the rights and obligations of the operator and user when using the charging infrastructure - E prihodnost.

### **2. DEFINITION OF CONCEPTS**

- 2.1. The operator is the person who manages the charging infrastructure. According to these GC, the operator is the company E prihodnost d.o.o., Črešnjev vrh 17, 2313 Fram.
- 2.2. The user is a physical and legal person who uses the charging infrastructure.
- 2.3. The charging infrastructure is a charging station with complete technical equipment and a space that enables electric vehicles to be charged.
- 2.4. A charging point means a connection point at a charging station and includes a minimum of one and a maximum of two connections for charging an electric vehicle.
- 2.5. The connector is a part of the charging point through which a physical connection is established between the electric vehicle and the charging point.
- 2.6. Higher force means an external cause, independent of the will and influence of the party, which is unexpected and sudden and could not be avoided or prevented.
- 2.7. The price list is a document in physical or electronic form that defines the prices of the charging service at the charging infrastructure.

### 3. OBLIGATIONS OF THE USER

3.1. The user is obliged (including, but not limited to):

- comply with all provisions of these general conditions;
- use the charging infrastructure in accordance with the purpose of its use, so that no damage occurs and in a way that does not restrict other users and does not endanger health and property;
- handle the charging cables at the charging stations in such a way that they do not cause danger to other persons or objects, and at the end of charging, return the charging cable to the designated place at the charging station. At charging stations that do not have a charging cable but a socket, the user must provide his own cable;
- notify the operator of all disruptions, interruptions and damage to the charging stations that he found during use or was informed about them, to the email address: [info@e-prihodnost.si](mailto:info@e-prihodnost.si) or to the phone number written on the charging station;
- before charging, inspect the charging station for obvious defects or possible dangers;
- to compensate for all damage caused intentionally or through negligence at the charging station;
- comply with applicable road and traffic regulations;
- after stopping using the charging service, leave the area around the charging station in a clean and orderly manner.

3.2. The user must not use the charging station if the electric vehicle is not technically compatible with it. Otherwise, he is responsible for any damage to the charging station.

3.3. The user undertakes to use the charging station exclusively for charging the electric vehicle.

3.4. The operator warns that the user can shorten the service life of the charging station by improper handling, to the extent that:

- repeatedly interrupts charging by interrupting or by pressing the emergency exit button;
- the user always stops charging by pressing the emergency exit button;
- the user alternately uses several different means of identification, with which he repeatedly interrupts the charging process by interrupting or by pressing the emergency exit button.

3.5. It is the user's obligation to use the charging station in accordance with the principles of conscientiousness and honesty and good stewardship and not to use it in a way that could lead to a lower quality of service.

## 4. RIGHTS AND OBLIGATIONS OF THE ADMINISTRATOR

- 4.1. The manager is obliged to:
  - provide users with assistance in connection with the use of the charging infrastructure, via the call center at the telephone number written down at the charging station;
  - in case of malfunctions at the charging station, to ensure its repair within a reasonable time, in accordance with its capabilities;
  - to enable access to the charging infrastructure, except in the cases specified in these SP.
- 4.2. The operator is not responsible for failure to fulfill its obligations, for. improper operation of the charging infrastructure, for disabled use of the charging infrastructure or for the inability to access or difficult access to the charging infrastructure in the case of:
  - higher force;
  - behavior of third parties that cause damage to the charging infrastructure;
  - reasons on the part of the user (e.g. due to inappropriate technical equipment of the user and behavior contrary to GC);
  - reasons on the part of the charging service provider through the back-end system;
  - other objective reasons, such as interruption of the supply or distribution of electricity, errors in the network, non-functioning Internet connection, etc.;
  - and other reasons that are not in the domain of the administrator.
- 4.3. In cases where maintenance work is being carried out on the charging infrastructure or changes to the content of the back-end system, the operator may limit or terminate access to the charging station, and may also do so in cases where it is necessary to take all measures to protect its rights and interests and the interests of others persons when there is a violation of GC.
- 4.4. The operator is not responsible for any damage that may be caused by viruses or other information threats on computer equipment, mobile phones or applications that access the backend system. Also, the operator is not responsible for the connector owned by the user, with which it is connected to the charging station or for the limitations of power, quantities and charging time originating from the user's vehicle.
- 4.5. The operator can limit the charging capacity on the charging infrastructure and change the charging price list at any time. The price list is published on the website <https://www.e-prihodnost.si/>
- 4.6. The operator has the right to remotely interrupt the charging process and lock the connection at the charging station, in cases where the user does not follow the charging rules.

## 5. FINAL PROVISIONS

- 5.1. These GCs are implemented and interpreted in accordance with the applicable Slovenian legislation, excluding the provisions of private international law or any conflict of law provisions.
- 5.2. If any of the provisions becomes unenforceable or unenforceable in whole or in part, this does not affect the validity of the remaining provisions.
- 5.3. The operator reserves the right to change the GC at any time. The obligation to notify about the change is fulfilled by publishing the GC on the website <https://www.e-prihodnost.si/>. It is considered that the user has been informed about the change of GC on the day of its publication on the website.
- 5.4. By initiating the procedure for using the charging infrastructure, the user confirms that he has read and agrees to the applicable GC and price list.
- 5.5. These GC enter into force on the 15th day after publication on the website: <https://www.e-prihodnost.si/>
- 5.6. The relationship between the operator and the user arising from these GC is concluded for an indefinite period.
- 5.7. The operator and the user undertake to use their best efforts to amicably resolve all potential disputes arising from these GC. In accordance with the law of the Republic of Slovenia, all unresolved disputes arising in connection with these GC will be decided by the competent court in Maribor, or if the user is a consumer, the jurisdiction of the court is determined according to the regulations governing jurisdiction in disputes arising from consumer contractual relationships.

In Maribor, on 12.11.2024

E prihodnost d.o.o.