

# EV24 CUSTOMER TERMS AND CONDITIONS

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## DEFINITIONS

Terms used in these Terms and Conditions mean:

- **Service Provider** - the entity providing the Service to the Customer in the country of its registration, whose details are specified in the document "Service Provider Information" (hereinafter: "Service Provider Information").
- **Service** - the IT solution branded as EV24, owned by the Service Provider or provided under an appropriate license, used to manage and settle the charging process of electric vehicles.
- **Customer** - an entity owning or managing Charging Stations, for which the Service Provider provides the Service.
- **Partner** - an entity cooperating with the Service Provider to implement or support the Service for the Customer and its maintenance.
- **Operator** - an entity managing public or private charging stations, responsible for their maintenance, technical readiness, and providing infrastructure for the charging process.
- **Charging Service Provider** - an entity providing charging services to Users at the Stations. Depending on the operational model, this may be the Customer or the Service Provider.
- **User** - an adult natural person with full legal capacity, or a legal entity owning or possessing an electric vehicle, using the Service.
- **Representative** - a natural person acting on behalf of the Customer, authorized under applicable law or power of attorney to conclude Agreements and make declarations of intent on behalf of the Customer.
- **Charging** - a service of single-session charging of an electric vehicle or personal electric transport device provided by the Charging Service Provider via the Service.
- **Application** - the EV24 web application, enabling Users to use Service functionalities, available at <https://app.ev24.cloud>
- **Portal** - the administrative panel provided to the Customer at <https://portal.ev24.cloud>, used for managing Charging Stations and accessing other Service functionalities.
- **Platform** - software through which the Service Provider provides the Service.
- **Subscription Plan** - a package of services with defined parameters, offered under a recurring billing model.
- **Subscription** - the monthly fee payable to the Service Provider for managing the Customer's Stations within the Service, resulting from the selected Subscription Plan.
- **Station / Charging Station** - a device or set of devices including at least one charging point, managed by the Operator and designed to supply electricity to electric vehicles and carry out the charging process.

- **Terms and Conditions** – these Terms and Conditions defining the rules of Service provision and the conditions of the Agreement concluded between the Customer, acting via a Representative, and the Service Provider.
  - **PSP** – the entity providing payment processing services within the Service: Stripe <https://stripe.com> and/or Elavon <https://www.elavon.com>.
  - **PSP Terms and Conditions** – the terms of payment service providers Stripe available at <https://stripe.com/pl/legal> and Elavon at <https://www.elavon.com>.
  - **Agreement** – a civil-law agreement between the Service Provider and the Customer, under which the Customer uses the Service on the terms set out in these Terms and Conditions.
  - **Privacy Policy** – a document governing the processing and protection of personal data of Users under the Service in accordance with applicable law.
  - **PSP Privacy Policy** – a document governing the processing and protection of personal data for Stripe, available at <https://stripe.com/pl/privacy> and Elavon at <https://www.elavon.com/privacy-policy.html>.
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## GENERAL PROVISIONS

1. These Terms and Conditions define the conditions for using the Service and the rights and obligations of the parties to the Agreement.
  2. Failure by the Customer’s Representative to accept the provisions of the Terms and Conditions, Additional Service Terms in the country of registration (if defined), Service Price List, Service Provider Information, PSP Terms and Conditions, Privacy Policy, or PSP Privacy Policy constitutes a refusal to conclude the Agreement for the provision of the Service.
  3. Acceptance of the Terms and Conditions is a prerequisite for using the Service.
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## GENERAL SERVICE PROVISION CONDITIONS

- The Service Provider provides the Service, which includes:
  - Providing the Application to Station Users enabling purchase and management of Charging, including start, monitoring, and completion of Charging.
  - Providing the Platform to the Customer for managing Charging, collecting payments, and settling Charging.
  - Providing the Portal to the Customer to manage Stations and define usage conditions.
- The Customer or a Partner cooperating with the Service Provider is responsible for initiating the Service at the Customer’s site or extending its scope, provided the Customer consents.
- To properly use the Service, the Customer must have an end device meeting minimum technical requirements:
  - Internet connection ensuring data transmission;
  - Internet browser (e.g., Google Chrome, Mozilla Firefox, or Safari) up to date;
  - Software capable of handling attachment files such as .pdf , .xlsx , etc.
- Payment processing is provided by an external PSP.

- The Service Provider does not act as a financial intermediary; all funds from Charging payments are transferred directly to the Customer's PSP account.
  - The Service Provider reserves the right to change fees.
  - The Platform is copyright-protected; rights to use and develop it belong to the Service Provider under applicable legal title.
  - Modifying the software or using the Service inconsistently with its purpose is prohibited.
  - Using the Service for illegal purposes, fraud, or financial abuse is prohibited.
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## **SERVICE PROVIDER'S OBLIGATIONS AND RESPONSIBILITY**

### **SERVICE PROVISION**

The Service Provider delivers the Service to the Customer via software that enables, among others, the sale of Charging to Users, payment collection, and settlement.

### **USER APPLICATION**

The Service Provider provides the Customer's Station Users a tool enabling:

- Charging purchase with cost calculation before start,
- Payment for Charging,
- Charging authorization via non-payment methods,
- Charging management (start, monitoring, completion).

### **CUSTOMER PORTAL**

The Service Provider provides the Customer Portal with functions including:

- Registration and login
- Profile management
- Subscription to selected Plan
- Payment card data entry for automatic fees
- Customer user management
- Station management
- Access to billing and accounting documents
- Account overview
- Management of Station access rights
- Orders management
- Payment terminal management

### **PROCESS MANAGEMENT**

The Service Provider provides Platform functionalities enabling:

- Automatic creation of individual PSP accounts
- Supporting Customer in operational models: Customer or Service Provider as Charging Service Provider

- Collection of payments from Users and transferring funds to Customer's PSP account after each Charging session, handling refunds
- Issuing invoices and receipts on behalf of the Charging Service Provider
- Remote Station management (configuration, start/stop of Charging, data collection)
- Automatic billing
- Automatic payouts
- Automatic collection of Service fees
- Configuration of Station access rights
- Orders management
- Publishing Customer Station locations on maps
- Payment terminal processing

## **DOCUMENT STORAGE**

The Service Provider stores accounting documents for a minimum of 12 months from creation.

## **SERVICE PROVIDER LIABILITY EXCLUSIONS**

The Service Provider is not liable for:

- User safety, Station technical state, defects, availability, connectivity issues
- Station configuration errors or measurement discrepancies
- Fees set by the Customer
- PSP actions (commissions, refunds)
- Partner actions (lack of Customer consent)
- Service interruptions
- Damages or lost profits not caused by the Service Provider
- Force majeure or third-party actions
- Technical downtime for maintenance or upgrades may occur; users will be notified if possible.
- Software correctness or compatibility with expectations is not guaranteed.
- Internet connectivity and data transmission costs are not covered.

## **SERVICE AVAILABILITY (SLA)**

- 24/7 Service operation.
- Minimum 97% monthly availability excluding planned maintenance.
- Service Provider will promptly address software errors preventing Service use.
- SLA conditions may change in case of force majeure.

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# **CUSTOMER OBLIGATIONS AND RESPONSIBILITY**

## **CUSTOMER OBLIGATIONS**

The Customer agrees to:

- Register in the Portal and maintain confidentiality of login data
- Complete profile data accurately
- Activate and maintain a PSP account
- Select and subscribe to a Subscription Plan
- Provide valid payment card data
- Configure Stations in the Service, including prices, location, charging point parameters
- Review Service Price List and PSP fees
- Maintain continuous internet connectivity for Stations
- Follow Service Provider instructions
- Download and archive documents for accounting purposes

## **CUSTOMER LIABILITY**

The Customer is liable for:

- Technical condition, maintenance, and safety of Stations
- Station configuration per Service Provider instructions
- Damages or lost profits not caused by Service Provider
- PSP account activation and accuracy of information

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# **CHARGING SERVICE PROVIDER AND OBLIGATIONS**

Service can be provided under different operational models: Customer or Service Provider as Charging Service Provider. Default model: Customer as Provider.

Requests to change the Provider can be sent via email: [support@ev24.cloud](mailto:support@ev24.cloud)

## **CUSTOMER AS CHARGING SERVICE PROVIDER**

### **CUSTOMER OBLIGATIONS**

- Set Charging prices per Station in the Portal
- Pay PSP fees for transactions

### **BILLING MODEL**

- Customer sells Charging to Users
- Service fees charged per selected Subscription Plan

## **SERVICE PROVIDER AS CHARGING SERVICE PROVIDER**

### **SERVICE PROVIDER OBLIGATIONS**

- Prepare individual subscription plan
- Calculate 1 kWh Charging fee for Users per agreed settlement price
- Cover PSP transaction fees

### **CUSTOMER OBLIGATIONS**

- Submit request by email to [support@ev24.cloud](mailto:support@ev24.cloud)
- Accept subscription plan

- Provide charging infrastructure for Service Provider

## **BILLING MODEL**

- Service Provider purchases Charging from Customer and resells to Users
  - Settlement price agreed individually
  - Sale price to Users calculated per "Service Price List" algorithm
  - Customer receives remuneration based on purchased energy
  - Remuneration paid after each billing period
  - Service fees charged per selected Subscription Plan
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# **REGISTRATION AND PSP ACCOUNT**

## **REGISTRATION**

- Must be done by Representative
- Registration via Portal
- Email verification required
- Create Customer account and complete company details
- Accept all required consents and statements

## **PSP ACCOUNT**

- Access in "Profile" → "Billing Account"
- Activation creates individual PSP account
- Maintain account activity throughout Service usage
- Follow Portal instructions for PSP account management

## **PAYMENT METHOD**

- Enter valid payment card for Subscription or terminal usage
  - Card data handled directly by PSP component
  - Automatic collection of fees
  - Alternative manual payment possible with Service Provider approval
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# **USERS**

- Customer may invite additional users
  - Users gain access after accepting invitation
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# **SUBSCRIPTIONS**

- Service requires selecting a Subscription Plan
  - Default plan is basic, limited features
  - Paid plans require valid payment card
  - Automatic fee collection per billing period
  - Plan changes effective next billing period
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# CHARGING STATIONS

- Manage Stations via Portal: registration, charging points, location, pricing, access, payment methods
- Features vary by Station model

## STATION REGISTRATION

- Select manufacturer and model
  - Configure charging points
  - Enter Service Provider-authorized QR code
  - Follow additional steps in Portal
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# FEES AND BILLING

## SERVICE PRICE LIST

- See separate “Service Price List” document

## SUBSCRIPTION FEE

- Monthly fee per selected Plan and number/specs of Stations
- Pro-rated for activation date or new Stations
- Collected at end of billing period

## CHARGING FEE

- Depending on operational model:

### CUSTOMER AS PROVIDER

- Percentage of User payments per Plan

### SERVICE PROVIDER AS PROVIDER

- Fixed fee per kWh based on Customer VAT status

## START FEE

- Optional start fee and minimum energy limit

## IDLE FEE

- The Charging Service Provider may set an idle fee charged to Users.
- The idle fee is charged after a defined period from the end of Charging until the parking space is released, up to the maximum amount set by the Charging Service Provider.

## REFUNDS

- Excess payment refunded to User, minus start fee if applicable

## PSP FEES

- PSP commission covered by:

- Customer (if Customer is Provider)
- Service Provider (if Service Provider is Provider)

## **CHARGING SETTLEMENT**

- Settled immediately after Charging
- Amount calculated based on Station-reported energy and unit price
- Customer receives funds per operational model, minus PSP and Service Provider fees

## **FUNDS PAYOUT**

- Funds collected in Customer's PSP account
- Automatic monthly payout

## **ACCOUNTING DOCUMENTS**

### **FOR USERS**

- Settlement invoices
- Collective VAT invoices (if Charging Provider VAT-registered)
- Collective credit notes (if not VAT-registered)

### **FOR CUSTOMER**

- VAT invoices for Service fees (Customer as Provider)
  - VAT invoices/credit notes via self-billing (Service Provider as Provider)
  - Monthly billing
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## **ACCESS METHODS**

- Charging authorization via RFID/PIN per Plan
- Customer manages access
- All Charging sessions recorded for billing

## **SIM CARDS**

- It is possible to order a SIM card which can then be activated in the Portal.
- Registration of the SIM card in the Portal may be performed independently by the Client or by a Partner acting on behalf of the Client.
- Upon activation, the SIM card is automatically activated and becomes operational.
- The SIM card is subject to fees specified in the document titled "Service Price List".

## **PAYMENT TERMINALS**

- Optional terminals to collect payments
- Client responsibilities: order, activate, configure, assign to Stations

## **ORDERS**

- Orders for terminals, QR codes, and accessories
- Irrevocable, immediate payment

- Terminals covered by manufacturer warranty; other items not guaranteed
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## AGREEMENT

- Acceptance of Terms and Privacy Policy constitutes Agreement
  - Representative confirms authorization
  - Agreement effective upon Customer registration
  - Agreement indefinite
  - Service access and fees per Terms
  - Customer accepts Price List, PSP fees, PSP Terms, and Terms
  - Customer consents to data sharing, automatic configuration, billing, and public Station info
  - Confidentiality obligations apply
  - Electronic and phone contact authorized
  - No warranty from Service Provider for purchased products
  - Termination rules defined, notice via [support@ev24.cloud](mailto:support@ev24.cloud)
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## COMPLAINTS

- Complaints via [support@ev24.cloud](mailto:support@ev24.cloud)
  - Resolved within 30 business days; lack of response deemed accepted
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## FINAL PROVISIONS

- Service Provider may amend Terms; 14-day notice via email or Portal
  - Customer may terminate if changes not accepted
  - Governing law: country of Service Provider registration
  - Disputes: alternative dispute resolution, or competent court
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