

# EV24 SERVICE USER TERMS AND CONDITIONS

## DEFINITIONS

The following terms used in these Terms and Conditions shall have the meanings set out below:

- **Service Provider** – the entity providing the Service, whose details are specified in the document “Service Provider Information”.
- **Service** – the IT solution under the trade name EV24, owned by the Service Provider or made available under an appropriate license, used for operating and settling the electric vehicle charging process.
- **Operator** – an entity managing public or private charging stations, responsible for their maintenance, technical readiness, and making the infrastructure available for the charging process.
- **Charging Service Provider** – an entity acting as a charging service provider, providing charging services to Station Users.
- **User** – an adult natural person with full legal capacity or a legal entity being the owner or possessor of an electric vehicle, using the Service under the terms specified herein.
- **Consumer** – a natural person who enters into an agreement with the Service Provider for purposes not directly related to their business or professional activity.
- **Charging** – a one-time service of charging an electric vehicle or personal electric transport devices provided by the Charging Service Provider via the Service.
- **Application** – the EV24 web-based application, not requiring registration, enabling Users to use the Service functionalities, available at <https://app.ev24.cloud>.
- **Station / Charging Station** – a device or set of devices comprising at least one charging point, managed by the Operator and intended to supply electricity to electric vehicles and carry out the charging process.
- **Terms and Conditions** – these Terms and Conditions governing the provision of the Service and the terms of the Agreement concluded between the User and the Service Provider.
- **PSP** – payment service providers processing payments 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/legal> and Elavon available at <https://www.elavon.com>.
- **Agreement** – a civil-law agreement between the User and the Service Provider governing the use of the Service under these Terms and Conditions.
- **Privacy Policy** – a document governing the processing and protection of Users’ personal data within the Service in accordance with applicable law.
- **PSP Privacy Policy** – the privacy policies of Stripe <https://stripe.com/privacy> and Elavon <https://www.elavon.com/privacy-policy.html>.

## **GENERAL PROVISIONS**

- These Terms and Conditions define the rules for using the Service and the rights and obligations of the parties to the Agreement.
- The Terms and Conditions and the Privacy Policy are available in the Application prior to concluding the Agreement, in a form allowing them to be displayed and stored.
- Failure to accept the Terms and Conditions, PSP Terms, Privacy Policy, Service Provider Information, or PSP Privacy Policy results in resignation from using the Service. It is deemed that by commencing use of the Service, the User has read and accepted all such documents without reservation.
- Using the EV24 Service to perform Charging constitutes the conclusion of an Agreement for a one-time use of the Service Provider's software enabling electric vehicle charging under these Terms and Conditions.

## **GENERAL TERMS OF SERVICE PROVISION**

- The Service Provider provides the Service including:
  - Making the Application available to Users to purchase Charging from a Charging Service Provider or to initiate Charging via alternative access methods and to settle Charging;
  - Collecting payments for Charging on behalf of the Charging Service Provider and any additional fees;
  - Providing Operators and Charging Service Providers with EV24 software forming an integral part of the Service.
- Proper functioning of the Application may require access to the camera and/or device location.
- Operators using the Service Provider's software appoint the Service Provider as the EV24 software provider enabling Users to purchase and settle Charging.
- The Service Provider may act as a Charging Service Provider if so appointed by the Operator.
- Charging prices and station availability are determined by the Operator.
- Additional fees may be set by the Operator or the Charging Service Provider.
- Using the Application requires a mobile device with internet access, QR code scanning capability, and a compatible web browser.
- Use of the Application is free of charge; the User may incur data transmission costs according to their internet provider.
- Payments within the Service are handled by PSPs.
- The Application and the Service are protected by copyright and intellectual property laws.
- Any interference with the Application's operation, including code modification or security circumvention, is strictly prohibited.

## **STATION OPERATOR**

- The Operator manages and is responsible for the technical condition, availability, safety, and configuration of the Station. The Service Provider is not the Station Operator.
- Station availability may be limited by the Operator due to maintenance, repairs, or unforeseen circumstances.

## **CHARGING SERVICE PROVIDER**

- The Charging Service Provider provides Charging services to Users.

- The Charging Service Provider at a given Station may be the Operator or another entity appointed by the Operator, including the Service Provider.

## **SERVICE PROVIDER LIABILITY**

- The Service Provider is liable to the User for conformity of the Service with the Agreement.
- The Service Provider is not liable for:
  - Charging fees set by Operators;
  - Technical condition or availability of Stations;
  - Damage resulting from misuse of the Station or Application;
  - Differences between purchased and actual energy consumption;
  - Actions of PSPs, including fees and refund processing times.
- The Service Provider may introduce technical breaks for maintenance.
- The Service Provider is not liable for force majeure or third-party failures.
- No warranty is provided for uninterrupted Application operation.

## **USER LIABILITY**

- The User must review and accept all required documents before using the Service.
- The User must comply with the Terms and all instructions provided at or near the Station.
- Misuse or interference with the Application is prohibited.
- The User must have at least one active payment method available.
- The User must have a valid email address.
- The User must verify the domain after scanning a QR code.
- Use of the Service for unlawful activities is prohibited.
- The User is responsible for damages resulting from non-compliance with safety rules or misuse of the Service.
- The User is responsible for the accuracy of data provided.

## **STATION SAFETY**

- The User must use the Station safely and in accordance with its specifications.
- In particular, it is prohibited to interfere with Station components, use unauthorized devices, expose connectors to water, remove safeguards, use damaged Stations, ignore safety warnings, or charge non-supported devices.
- The User acknowledges awareness of the risks associated with non-compliance.

## **PAYMENT METHODS**

- Available payment methods may vary by Station and country.
- Generally available methods include:
  - In-app payments via online payment gateways (cards, Apple Pay, Google Pay, etc.);
  - Instant payment systems;
  - Terminal payments using contactless cards or devices.
- Operators may limit payment methods according to local regulations.

## **FEES, PAYMENTS, AND REFUNDS**

- Charging is a paid service unless explicitly stated otherwise.
- Fees are set by the Operator.

- Payments are processed by PSPs.
- Available payment methods are shown before Charging begins.
- Funds may be blocked during Charging and settled afterward.
- A start fee may apply if energy consumption is below a defined threshold.
- Unused funds are refunded after Charging, subject to PSP minimums.
- Refund timing depends on the payment method and PSP rules.

## CHARGING PROCESS

### STARTING CHARGING

- Charging is initiated via the Application at <https://app.ev24.cloud>.
- The User scans a QR code located on the Station or payment terminal.
- The User selects the Station/connector if applicable.
- The User may request an invoice or waive the right of withdrawal.
- The Application calculates the estimated Charging cost and duration.

### PAID CHARGING

- Paid Charging requires advance payment.
- Payment is made using an available method.
- Charging starts automatically after successful payment.

### FREE CHARGING

- Free Charging may be initiated using a PIN code if available.
- Charging starts after entering the correct PIN and email address.

### DURING CHARGING

- Charging progress is displayed in real time.
- The User may stop Charging via the Application.

### ENDING CHARGING

- Charging ends automatically upon reaching limits, manual stop, or cable disconnection.
- A confirmation email is sent upon completion.

### CHARGING SETTLEMENT

- Charging is settled after completion.
- An idle fee after Charging may be charged depending on the charging station. If charged, the fee applies for the time from the end of Charging until the parking space is released, taking into account any free period (grace period), if provided. The fee is calculated as the rate per minute of idle parking multiplied by the number of idle parking minutes, provided that the total fee may not exceed the maximum amount set by the Service Provider.
- Accounting documents are sent by email.
- Monthly invoices or accounting notes may be issued depending on VAT status.

## AGREEMENT

- Using the Service constitutes entering into a one-time Agreement.
- The User accepts payment obligations before Charging begins.

- The User consents to payment initiation and data transfer to PSPs.
- Invoices cannot be issued after payment processing begins.
- Charging may be tracked via an individual link.
- Early termination may result in partial refunds subject to start fees.

## RIGHT OF WITHDRAWAL

The User is not entitled to withdraw from the Agreement once Charging has been fully performed with the User's consent, in accordance with Article 38(1) of the Polish Consumer Rights Act.

## COMPLAINTS

- Users may submit complaints regarding the Service.
- Complaints require detailed descriptions and identification data.
- Complaints may be submitted to [support@ev24.cloud](mailto:support@ev24.cloud).
- Complaints are processed within 14 calendar days.
- Failure to respond within this period results in acceptance of the complaint.

## FINAL PROVISIONS

- These Terms are governed by the law of the Service Provider's country of registration.
- Disputes may be resolved amicably or through alternative dispute resolution.
- Courts of competent jurisdiction shall have authority if disputes cannot be resolved amicably.
- The Service Provider may amend these Terms with 14 days' notice.

**Effective date: 19.12.2025**