

General Terms of Use for the OneCharge Web and Mobile Application

Article 1. (Introductory provisions)

With these General Terms of Use for the OneCharge Web and Mobile Application (hereinafter: the General Terms), PETROL d.o.o., Zagreb (Grad Zagreb), Otok, Oreškovićevo 6/h, Trgovački sud u Zagrebu, MBS: 040156017, OIB: 75550985023 (hereinafter: Petrol) determines the obligations, rights and terms of use for the OneCharge Application.

These General Terms apply to the use of both the Web Application and the OneCharge Mobile Application, unless otherwise stated in the text of individual articles.

These General Terms apply to any upgrades and/or new versions and/or any other changes to the OneCharge Application.

Article 2. (Definitions)

The individual terms used in these General Terms have the following meanings:

Petrol – PETROL d.o.o., Zagreb (Grad Zagreb), Otok, Oreškovićevo 6/h, Trgovački sud u Zagrebu, MBS: 040156017, OIB: 75550985023

OneCharge Application – OneCharge Web or Mobile Application.

Registration means only the first entry in the database, where the User enters the required information according to the type of registration, gives consent to these General Terms and the related processing of personal data and subsequently confirms the e-mail address used.

A short registration is by definition the same as registration, but the data entered from the database is deleted within 24 hours.

OneCharge Application Users (hereinafter: **Users**) can be adult natural persons (persons who have reached 18 years of age).

An anonymous user of the OneCharge Application (hereinafter: **Anonymous users**) is a user who performs a short registration to use the Application and meets other conditions for use specified by Petrol.

Smartphone or Tablet for the purposes of these General Terms means a device that enables the installation and operation of advanced applications not normally supported by conventional phones. Smartphones or tablets provide more advanced Internet access, multitasking, connectivity and the ability to use advanced features.

The OneCharge Web Application is a web application that can be accessed via a web browser on a smartphone or tablet.

The OneCharge Mobile Application is a mobile application that the User installs on their smartphone or tablet.

Logging in means entering the OneCharge Application with the username and password provided during the registration process. Logging in means also that all the necessary information is already entered in the database, and that the User's e-mail address is already confirmed. For each further insight into the transactions, only an email address and password must be entered in the Application. The User can subsequently change the password.

Online or Mobile Stores are a digital application distribution method designed to provide or install software applications for Users and to allow mobile applications to be downloaded to smartphones.

The price list is a separate document in physical or electronic form that defines the prices of the charging service on the charging infrastructure set by Petrol and/or the prices related to the provision of this service and is published on the website, but can also be displayed in physical form on the charging infrastructure.

When using the OneCharge application, in particular the start and execution of charging, the User confirms

that they are acquainted with and agree with the General Terms and Rules on the use of charging infrastructure and charging service published on www.petrol.hr.

Article 3. (Downloading the OneCharge application)

The User may download the OneCharge Application, depending on the existing smartphone, and availability through online or mobile app stores, always in the manner and under the conditions specified for the selected online mobile stores:

- Apple iOS: iTunes Store,
- Google Android: Play Store.

Using the Application is free of charge for the User, but the User is obliged to pay for the transfer of data, which is charged by the selected mobile operator through which the User connects to the World Wide Web according to its valid price list.

Data transfer via the mobile network, which is necessary for the operation of the Application, may be charged in mobile *roaming* according to tariff rates for the transfer of data in the foreign network in accordance with the valid price list of the mobile operator with which the User has a contract.

Article 4. (Technical requirements)

Petrol recommends using the LTE, 3G or 2.5G network when downloading and using the Application. It is possible to download and use the OneCharge Application in 2G, however the background data between the Application and the back-end system is transferred more slowly, which can affect the responsiveness of the Application.

The OneCharge Mobile Application runs on the following operating systems: iOS (Apple) or Android (Google). Because of technical limitations of earlier versions of operating systems, certain applications are unavailable, functionalities malfunction or functionality rendering is impossible.

Article 5 (Application functionalities)

The functionalities of the OneCharge Application are divided into:

- basic
- advanced

Basic functionalities include, but are not limited to:

- display and search for charging stations using filters,
- display of information about the charging station and the availability of connectors,
- entering and scanning the code for a faster start of charging,

Advanced functionalities include, but are not limited to:

- entry of the means of payment and execution of charging
- review of invoices and charging history on the charging infrastructure,
- adding and editing means of payment,
- saving application settings and charger search filters

Article 6 (Login and registration)

No registration or login is required to use the basic functionalities of the OneCharge Application.

Registration and login

Registration and login are required to use advanced and user account-related functionalities.

By registering, User creates his user account and acquires the ability to log in to the application. In order to create an account, the User during the registration must enter following: name and surname, e-mail address, password and mobile phone number, address of residence.

After registration, by ticking the appropriate box, the User confirms that they have carefully read the applicable General Terms, agree with them and fully accept them, they confirm that they have reached the age of 18 and fulfill the other conditions for the use of the web and mobile application.

Registration can be performed by the User in several ways allowed by the Application.

The required information is strictly necessary for the registration and communication in conducting business operations with the User and is marked with a message indicating that the field is mandatory. In the event that the User does not wish to provide any of the required information during the registration process, they will not be able to complete the registration process and as a result will not be able to use the OneCharge Application.

Cancellation of registration or disposal of a phone/computer

The User may cancel their registration on the OneCharge Web or Mobile Application by notifying the cancellation of their registration to the e-mail address: pozivni.centar@petrol.hr or in writing to the address PETROL d.o.o., Zagreb (Grad Zagreb), Otok, Oreškovićeveva 6/h.

In the same way, the User can cancel the registration in case of alienation of the device on which the application is installed.

The account will be deactivated and the username will be deleted from the OneCharge user list after the confirmation of cancellation is finally confirmed. It is not possible to cancel the cancellation of the user account but User can create/register a new user account in accordance with these General terms.

Article 7 (Limitation of liability)

Petrol assumes no liability, and gives no guarantees to the User for possible inactivity or inability to use the OneCharge Application but shall only endeavour to ensure smooth operation.

The OneCharge Application uses independent external services and applications to display certain functionalities. The use of these services is subject to the terms of use of the external service specified by the owner of the service or application, and Petrol assumes no liability in this regard and makes no warranties.

The OneCharge Application uses the following external services, but is not limited to: Google Maps Distance Matrix API, the Maps SDK for Android, the Maps Java Script API, the Places API, the Mobile Crash Reporting API, Apple maps and the Braintree payments. Relevant General Terms of Google Inc. (available at: <https://www.google.com/intl/en/policies/terms/>, <https://www.google.com/policies/privacy/>), Apple Inc. (available at: <https://www.apple.com/legal/internet-services/maps/terms-en.html>) and Braintree payments (PayPal Pte. Ltd) (available at: <https://www.braintreepayments.com/hr/legal>) apply and form an integral part of these General Terms in the part concerning the use of the given services.

By using the OneCharge Application, Users are bound by the Google Inc and the Apple Inc. Terms of Service referred to in this paragraph. Petrol also has the right to use other similar services, and Users are always obliged to familiarise themselves with the terms of use of such services.

Petrol is not responsible for occasional inactivity of the OneCharge Application, possible inaccuracy of information and any damage and/or loss of income.

Petrol is not liable for any damage, e.g. arising from access to information, use of or inability to use information or any errors or deficiencies in their content. Petrol is not liable for any loss or damage that may occur due to unauthorised use of the user account or password.

Petrol assumes no responsibility for errors in the content and accuracy of the published information that may have occurred due to time mismatches, typing errors or other unforeseen causes. Petrol is not responsible for the form and content of information obtained through non-Petrol web links.

Petrol is not responsible for any errors or damage resulting from the transmission of incorrect information and/or other activity of the User, e.g. when registering or logging in to the OneCharge Application.

Petrol also reserves the right to change, add or remove content posted to the OneCharge Application at any time, without prior notice. All Users make use of all published content at their own risk, including the need to properly protect data on their smartphone or tablet.

Article 8 (Upgrades and new versions of the portal and My Petrol application)

Due to technical or functional upgrades of the OneCharge Application, Petrol reserves the right to publish a new version of the OneCharge Application. The User will be notified of a new version of the OneCharge Application, either via the Application itself or via the store from which the OneCharge Application was downloaded; or the Application will be updated automatically on the smartphone.

Article 9 (Personal data protection)

a) Identity and contact details of the controller

PETROL d.o.o., Zagreb (the City of Zagreb), Otok, Oreškovićevo 6/h, OIB: 75550985023, as a controller, process the personal data of the Card User in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR Regulation) and repealing Directive 95/46/EC (hereinafter: General Data Protection Regulation) and national regulations on personal data protection.

In addition to sending mail to the address of the seat, the Application Users can also contact the controller at the e-mail address: zop@petrol.hr.

b) Types of personal data

As a part of the use of the OneCharge mobile application, Petrol only processes the personal data provided by the Users of the application to Petrol upon Registration and Login, when communicating with Petrol and data collected while using the application.

Petrol processes the following data:

1. first name, last name, mobile phone number, e-mail address
2. location of the application user when using the application
3. data on transactions, if the Application User conducts transactions through the application, namely:
 - type of transaction
 - date and time of transaction
 - point of sale
 - receipt code
 - amount spent
 - method of payment
 - information about the product or service purchased and the quantity

c) The purpose of personal data processing

1. Petrol will process the personal data referred to in point b) of this Article for the purpose of:

- registering application users and recording application users as Application Users,
 - perform all actions necessary to enable the use of the application and fulfil the obligations that arise from the use of the application for Petrol,
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- proper operation of the application,
 - contacting the application User in case of complaints,
 - the unhindered purchases of services that can be bought through the application,
 - implementation and review of payment transactions,
 - checking potential inconsistencies in making payments and misuses related thereto and other violations of these General Rules

For the purpose of registration, i.e. the creation of a user account, the user must provide Petrol with his or her personal data: first name, last name, e-mail address and mobile phone number.

For the purchase of goods or services, Petrol processes data on the purchased products, product prices, received and used benefits during purchase, payment method, place of purchase, date and time of purchase, time of product collection, order cancellation and contract cancellation. In the event that the individual does not give the appropriate consent for such processing, Petrol processes this data anonymously or under pseudonymisation, for the purpose of analysing and examining shopping habits, in order to optimise the offer and costs, and to increase customer satisfaction.

To ensure the smooth use of the Mobile Application, the User will need to give the Petrol permission to process information about their location and permission to use the camera. The Mobile Application requires location information to find the nearest Petrol electric vehicles charging stations and to calculate the time of arrival to electric vehicle charging station. Information related to the use of the mobile device camera while using the application is processed in order to take an image of the QR code at electric vehicle stations. If the User does not allow the Mobile Application to share their location, they will not be able to use these services.

The provision of such personal data is necessary for registering users in the application and for using the application. The User is obliged to provide this information to Petrol because they will otherwise not be able to use the application and all of its functionalities.

The processing of personal data for these purposes is necessary for the use of the application that is the subject of these General Rules and for the fulfilment of the rights and obligations of Petrol related to the use of the application. Therefore, the legal basis for processing personal data for these purposes is Article 6 (1)(b) of the General Data Protection Regulation (processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract).

In addition, the legal basis for processing personal data for the purposes of conducting and reviewing payment transactions and for checking possible inconsistencies in the execution of payments and misuses related thereto, and other violations of these General Rules is also Article 6 (1)(f) of the General Data Protection Regulation (processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party), since the legitimate interest of Petrol is the prevention of any misuse of web and mobile application or other violations of these General Rules and the occurrence of possible material damage to Petrol or to web and mobile application users.

The legal basis for processing personal data for the purpose of identifying the person (user) is Article 6(1)(c) of the General Data Protection Regulation (processing is necessary for compliance with a legal obligation to which the controller is subject).

2. On the basis of the specific written consent of the Application User, Petrol shall process the personal information of the Application User referred to in item b) of this Article for the purpose of:

- profiling the Application User for the preparation of customized offers of goods and services using e-mail, SMS, MMS, telephone or traditional mail
- direct marketing and notifying the Application User of the Issuer's offers, promotional sales and other benefits, as well as other changes or news
- conducting market research on the quality of products and services and the need for additional products or services.

The legal basis for processing personal data for these purposes is Article 6 (1)(a) of the General Data Protection Regulation (the data subject has given consent to the processing of their personal data for one or more specific purposes).

This processing of personal data involves profiling but not automated decision making.

d) The recipients or categories of personal data recipients

Petrol handles personal data carefully and prevents access by unauthorised persons. In certain cases, due to individual examples of processing that Petrol does not perform on its own, the personal data of the Application User may be provided to contractors - external processors who process the data on behalf of, for the account of, under the instructions of and under the supervision of Petrol (affiliates, distribution partners, marketing agencies, printing houses, software owners, etc.)

In addition to external processors, Petrol shall have the right to provide the personal data of the Card User and the state authorities on the basis of their reasoned written request for the purpose of conducting the specific procedure and in the cases of the Card User's request or upon their written notice.

e) The period for which the personal data will be stored

The personal data referred to in this Article shall be kept until the cancellation of the use of the application by an individual User or, in the case of processing personal data based on the User's special consent, until the User submits a request for the deletion of personal data. Upon cancellation of the use of the application by an individual User, the personal data of that User shall be deleted within 15 days, unless such data must be stored for a specified period in accordance with the applicable regulations (e.g. tax regulations, consumer protection regulations, etc.). In this case, the stored data will not be used for other purposes.

f) Rights of the application user

The application user has the right to:

- request access to collected personal data related to them at any time from Petrol, or request confirmation of whether Petrol processes their personal data and the list of that personal data
- request the rectification or deletion of collected personal data at any time from Petrol
- request the restriction of the processing of collected personal data at any time from Petrol, to object to the processing of collected personal data related to them and to the automatic adoption of individual decisions, including the creation of profiles (if any)
- withdraw consent for the collection and processing of personal data related to them at any time. The withdrawal of the consent does not affect the lawfulness of processing that was based on the consent before it was withdrawn. Consent shall be withdrawn by notifying Petrol in writing of the said withdrawal at the address Oreškovićeva 6/h, Zagreb or via e-mail to: zop@petrol.hr;
- in relation to the processing of personal data relating to them, lodge a complaint to the supervisory authority
- receive personal data related to them, which will be provided by Petrol at any time in a structured, commonly used and machine-readable format, and to transfer this data to another controller without interruption by Petrol

These rights may be used by the Application User under the conditions and within the scope of Articles 15 to 22 of the General Data Protection Regulation.

Notwithstanding the application of these rights, the personal data of the Application User may be processed within the scope of any other possibly given consents and if there is another legal basis for processing within that basis in accordance with Article 6 of the General Data Protection Regulation.

The User may submit the request for the application of the rights referred to in paragraph 1 of this item in writing to the address Petrol, Zagreb, Oreškovićeva 6/h, with the indication "For the person authorised for the protection of personal data" or by sending an e-mail to: zop@petrol.hr.

In case of use of the User's rights in relation to the objection to data processing, withdrawal of the authorisation, request for the restriction of processing or the deletion of personal data, which result in the cessation of sending notifications to the User, Petrol will stop sending further notifications to the User no later than 15 days following the receipt of the complaint or the change of data in the User's settings on websites. If the information campaign was ready before the complaint was processed or the settings changed, the possibility remains that the User will still receive a last notification. Petrol shall ensure the use of other rights within the time limits prescribed by the applicable legislation concerning personal data protection. If the Application User requires the deletion of personal data that is

necessary for the use of the application, Petrol will cancel/block/disable the use of the application after deleting the personal data.

g) Changes of data

In case of a change of personal data referred to in item b) 1 of this Article, the user is obliged to inform Petrol about the changes within 30 days of their occurrence, in writing, to the following address: PETROL d.o.o., Otok, Oreškovićeveva 6/h, 10 010 Zagreb (the City of Zagreb), through the Petrol website or via the mobile application.

Petrol will take into account any change in the personal data of the user delivered by regular mail within 15 days from the date of receipt of the written notice, or immediately in case of a change of personal data through Petrol's website or the application.

More about the processing of personal data by Petrol can be found in the Petrol d.o.o. Privacy Policy, published on the website www.petrol.hr.

Article 10 (User's obligations)

The user shall be responsible for all activities carried out using their account. In case of unauthorised use of the data or reasonable suspicion of unauthorised access to data, the user shall be obliged to notify Petrol thereof without delay, as defined in Article 6 of these General Rules. Petrol shall not be liable for any damage suffered by the user due to the misuse or unauthorised use of the user account or password by a third party with which they are registered, i.e. logged into the mobile application. The user undertakes to use the mobile application in accordance with these general rules and conditions declared to supplement these conditions, to ensure the secrecy and security of passwords and to follow the rules and notices published on the website www.petrol.hr.

The User of the OneCharge Application agrees not to use the latter for unlawful purposes or purposes contrary to these General Terms. The OneCharge Application may not be used in any way that could damage, disable, overburden or harm the OneCharge Application or Petrol.

In accordance with this obligation, the user specifically undertakes to follow all notes on the security of mobile application use at points of sale forwarded by Petrol.

By providing any feedback and suggestions regarding the OneCharge Application to Petrol, the User warrants that they are the holder of the relevant rights or permissions, on the basis of which they may legally possess the material provided and/or other information.

In case of unauthorised use of the username or password, the User is obliged to notify Petrol thereof at pozivni.centar@petrol.hr. In the event of unauthorised use and/or any other misuse of access or use of the Application by Users or third parties, and/or in case of suspected misuse of the password, Petrol has the right to take all actions and other measures it considers necessary within its own business judgment to protect its rights and interests, and/or to protect the rights and interests of customers and/or Users and/or to protect the rights and interests of any other person (in particular, but not exclusively preventing access to the OneCharge Application, etc.).

Article 11 (Intellectual property rights)

All data, images and other information on the OneCharge Application are subject to copyright and other industrial protection rights as defined by the relevant law governing the protection of copyright and industrial property rights.

By accessing the OneCharge Web Application or by downloading the OneCharge Mobile Application, the User acquires a non-transferable and non-exclusive right to use the Application, solely on their smartphone or tablet. The right of use referred to in this paragraph shall apply for non-commercial purposes only. Thus, Petrol does not transfer to the User any other material copyrights or industrial property rights, nor does it grant them the right to use any trademarks, logos or corporate identity owned or held by Petrol. The User, for example, may not make copies of the Web or Mobile OneCharge Application, install the Application on a server or other platform, lease or sub-license the OneCharge Application for its use or modify or otherwise interfere with the operation of the OneCharge

Application.

Article 12 (Cookies)

As the operator of the OneCharge Web Application, Petrol uses session cookies in accordance with the applicable European and national legislation for the purposes of maintaining a user session and secure user login

The list of cookies used by the OneCharge Web Application and more information about cookies can be found at www.petrol.hr/kolacici.

Article 13 (Complaint Handling and Dispute Resolution)

The user may lodge a complaint concerning the operation of the mobile application and purchases made through the mobile application at the online address www.petrol.hr, by mail to the Petrol's address or directly to Petrol's employees. In their complaint, the user must describe in detail the procedure, i.e. the error concerning which they are lodging the complaint, and if the complaint is related to the purchases made, they must enclose a copy of the invoice with the complaint.

Petrol and the User shall settle any possible disputes amicably. If that is not possible, the disputes will be resolved before a competent court in Zagreb

Article 14 (Transitional and Final Provisions)

The applicable General Terms are published on the following website: <https://www.petrol.hr>. The same shall apply to any amendments to the applicable General Terms resulting from an amended business policy of Petrol or applicable law or decisions of the competent national authorities.

Amendments to these General Terms and other changes published in accordance with this Article shall enter into force on the day of publication.

The second paragraph of this Article shall not apply to amendments of these General Terms that do not interfere with the rights and/or obligations of the Users (e.g. typos, obvious errors in the text); the latter may be eliminated by Petrol at any time, without prior notice to the Users.

It is considered that the User has been informed about the amendment as of the date of publication of the new or amended General Terms on the Petrol website.

If the User does not agree with the amended or supplemented General Terms, the User must stop using the OneCharge Application and delete the Mobile Application from their mobile phone and/or tablet.

These General Terms shall enter into force on the day of publication on the website www.petrol.hr.

PETROL d.o.o., Zagreb, March 31 2021.