MX-CHARGER

Terms and Conditions for One-off EV Charging

Effective from 24 November 2026

Article 1 General provisions

1.1 These terms and conditions (the “Terms”) form part of the agreement for one-off electric vehicle charging (the “Agreement”) between the Provider and the Customer, concluded through the MX-CHARGER portal at www.mx-charger.cz (the “Portal”).

1.2 The Provider is MX-NET Telekomunikace s.r.o., with its registered office at Oborná 95, 792 01 Oborná, Czech Republic, company registration number 27800334 and VAT identification number CZ27800334. It is registered in the Commercial Register maintained by the Regional Court in Ostrava under file no. C 41875. The Provider can be contacted at info@mx-charger.cz or +420 776 267 744. Written correspondence may be sent to its registered office.

1.3 Under the Agreement, the Provider supplies one-off charging for a compatible vehicle at the selected public charging point in the MX-CHARGER network, and the Customer pays the applicable price. The service is available without registration or installing an app. Each order covers a single selected charging point or connector.

Article 2 Pricing and tariffs

2.1 Scanning the dynamic QR code shown on the charger display opens the offer for that charger in the Portal. If the charger has several connectors, the Customer selects the one they intend to use. Before the Customer submits the order, the Portal displays the location, the charging point or connector identifier, the price per kWh in CZK including VAT, the VAT rate and the selected payment limit. Prices may vary by location, charging point and power category.

2.2 Under a fixed tariff, the price is the agreed price per kWh multiplied by the amount of electricity delivered during charging, as measured by the charging point. The agreed price per kWh applies throughout the charging session.

2.3 Under an hourly tariff based on spot market prices, the Portal displays the price per kWh for the current hour in which charging is due to start and for the following 12 consecutive hours before the order is submitted. For each rate, it shows the date, the time interval in local time and the price per kWh in CZK including VAT. The Customer can submit the order once the full schedule has been displayed. If the offer changes before submission, the Customer must confirm the updated schedule.

2.4 The confirmed schedule is binding for the agreed intervals. The charging price is the sum of the charges for the individual intervals. For each interval, the charge is the amount of electricity delivered in that interval, as measured by the charging point, multiplied by the agreed price per kWh for that interval.

2.5 The amount charged to the Customer will not exceed the payment limit under clause 4.1.

Article 3 Ordering and conclusion of the Agreement

3.1 The Customer selects a charging point or connector and chooses a pre-authorisation amount offered by the Portal or enters an amount within the range displayed. The Customer may check and correct the order details before submission. The Provider makes the Terms available before submission in a format the Customer can save.

3.2 The Customer submits the order by clicking “Order with obligation to pay”. The Customer then authorises a temporary hold on their payment card for the selected amount through the payment gateway. The Agreement is concluded when the Provider displays confirmation of acceptance of the order in the Portal following successful pre-authorisation.

3.3 Immediately after the Agreement is concluded and before charging begins, the Provider makes the order confirmation and the agreed version of the Terms available to download as PDFs from the Portal. The confirmation identifies the order and charging point and sets out the agreed price per kWh or hourly schedule, the amount placed on hold and any express request to begin charging under clause 7.1. The Provider does not require an email address on the Portal. The payment gateway may require one to process the payment. The confirmation includes a link to the order details, which the Customer can access without registering.

Article 4 Payment and billing

4.1 The pre-authorised amount is a temporary hold on funds and is also the maximum amount that may be charged for the session. Charging may begin only after confirmation of the pre-authorisation.

4.2 After charging ends, the Provider captures the price calculated under Article 2 from the amount on hold. If the price is lower than the amount on hold, the unused amount is released. If the charging point delivered no electricity under the order, the Provider cancels the entire pre-authorisation. The card issuer determines when the released funds become available.

4.3 After billing, the Provider makes the receipt available for download from the Portal. The Provider also sends the receipt to the email address the Customer provided on the Portal or in the payment gateway. If none was provided, the Customer may enter one on the Portal after billing. The Provider uses the address solely to send the receipt. The receipt identifies the charging session and states the amount of electricity delivered, the rates applied and the amount charged. Under an hourly tariff, the billing statement includes the amount of electricity, the rate and the charge for each billed interval.

Article 5 Charging and ending the session

5.1 The Customer must use a compatible connector and undamaged equipment and follow the instructions in the Portal, on the charger and in the vehicle manual. Once charging ends, the Customer must disconnect the vehicle and vacate the designated bay. If a fault occurs, the Customer must stop charging safely if possible and contact the Provider as set out in clause 1.2.

5.2 The Customer may stop charging by selecting “Stop charging” in the order details or by following the instructions on the charger. Charging ends automatically no later than when the payment limit is reached. Charging may also end at the vehicle’s request or because of a fault, outage or safety intervention. Billing is governed by Articles 2 and 4. Actual charging power depends in particular on the vehicle, the condition of its battery and the power available at the charger.

5.3 Under an hourly tariff, charging may start during the first hour shown in the confirmed schedule. Once that hour has passed, a session that has yet to start may be ordered under the current offer. An active session ends automatically no later than the end of the last agreed interval. Further charging requires a new order.

Article 6 Complaints

6.1 The Customer may submit a complaint about the service, billing or receipt by email or by post using the contact details in clause 1.2. To help identify the session, the Customer may provide the session ID or the charger identifier and the date and time of charging. The complaint should describe the

issue, state the requested remedy and include contact details for the response. The Customer may attach the receipt or other information identifying the payment.

6.2 The Provider gives the Consumer written confirmation stating the date and substance of the complaint, the requested remedy and the Consumer's contact details. The Provider resolves the complaint, including remedying any defect, and informs the Consumer of the outcome within 30 days of submission unless the parties agree to a longer period.

6.3 The Provider confirms in writing the date and manner of resolution, including any remedy performed and how long it took, or gives written reasons for rejecting the complaint. Statutory rights in respect of defective performance apply. If the period under clause 6.2 expires without resolution, the Consumer may withdraw from the Agreement or claim a proportionate price reduction.

Article 7 Consumer right of withdrawal

7.1 The Provider begins charging before the withdrawal period expires only at the Consumer's express request and with their prior express consent. Before the order is submitted, the Provider informs the Consumer of the loss of the right under clause 7.2 and of the payment due under clause 7.5.

7.2 The Consumer may withdraw from the Agreement without giving a reason within 14 days of its conclusion. Under Section 1837(a) of the Czech Civil Code, this right expires when the agreed service has been fully performed, provided that charging began with the Consumer's prior express consent and the Provider informed the Consumer before the Agreement was concluded that the right would expire on full performance. Section 1829(4) of the Czech Civil Code governs any extension of the withdrawal period where the information requirement has not been met.

7.3 The Consumer may notify the Provider of withdrawal by any unequivocal statement, for example by email or by post using the contact details in clause 1.2. The Consumer may also use the model form in Annex 1 to these Terms. The deadline is met if the Consumer sends the notice before the withdrawal period expires.

7.4 For as long as the Consumer has the right to withdraw, the "Withdraw from the Agreement" button is available in the order details in the Portal. During charging, it appears on the same page as "Stop charging". The link in the order confirmation opens the order details without registration. The Consumer enters or confirms their name, order details and an electronic contact address for the acknowledgement. When the Consumer submits the notice by selecting "Confirm withdrawal from the Agreement", the Portal also starts the process of stopping any active charging. The Provider acknowledges receipt without undue delay in text form using the contact address supplied. The acknowledgement includes the text of the notice and the date and time it was submitted.

7.5 If the Consumer withdraws after charging began at their express request under clause 7.1, they pay, subject to the statutory conditions in Section 1834 of the Czech Civil Code, for the electricity actually delivered up to the time of withdrawal at the price calculated under Article 2. If charging is already complete, this amount may equal the full charging price. The Provider refunds any difference without undue delay and no later than 14 days after withdrawal, using the original means of payment unless the Consumer agrees to another method that involves no additional cost. If the funds are still on hold, the Provider releases the amount that is not due.

Article 8 Dispute resolution and personal data

8.1 If a consumer dispute cannot be resolved by agreement, the Consumer may apply for out-of-court dispute resolution to the Czech Trade Inspection Authority (Česká obchodní inspekce), Štěpánská 567/15, 120 00 Praha 2, https://coi.gov.cz/informace-o-adr/. The application must be filed within one year of the date on which the Consumer first raised the claim in dispute with the Provider.

8.2 Information on the processing of personal data is available in the privacy policy on the Portal. The Customer enters their card details in the payment gateway.

Annex 1 Model withdrawal form

Complete and send this form only if you wish to withdraw from the Agreement.

To
MX-NET Telekomunikace s.r.o.
Oborná 95, 792 01 Oborná
info@mx-charger.cz

I hereby give notice that I withdraw from the Agreement for one-off charging of an electric vehicle through MX-CHARGER.

Order date

_____

Order ID, if available

_____

Consumer’s full name

_____

Consumer’s address

_____

Date

_____

Consumer’s signature (for paper submissions only)

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