

# TERMS AND CONDITIONS OF USE OF THE DIGITAL EV CHARGING SERVICES OF HRVATSKI TELEKOM - ESPOTS

## I. SUBJECT MATTER OF THE TERMS AND CONDITIONS

1. These Terms and Conditions shall regulate the mutual rights and obligations between Hrvatski Telekom d.d., Radnička cesta 21, Zagreb, personal identification number (OIB): 81 793146560 (hereinafter: HT), as the provider of the espOTs services described in these Terms and Conditions, and the persons interested in the use of these services (hereinafter: Customer), with a view to allowing for easier access to and expansion of capacities for charging of electrically propelled vehicles.

2. The provisions of the applicable legislation of the Republic of Croatia shall apply to any relations between HT and the Customer that are not regulated by these Terms and Conditions. The Customer acknowledges they are aware of the fact that these Terms and Conditions, including their amendments and supplements, are published on the HT website: <https://www.hrvatskitelekom.hr/poslovni/ict/e-mobilnost> and shall keep themselves informed of them by viewing the aforementioned website.

## II. ESPOTS SERVICES

1. EspoTs services provided by HT include all services offered by HT to its Customers who are interested in their use with a view to charging their electrically powered vehicles, in particular to owners/users of electric and plug-in hybrid vehicles and visitors/users of electric vehicle charging stations, available via mobile applications on Android and iOS platforms, HT website (<https://hr.rechargespots.eu/>) and/or T-RFID cards. Through the espOTs services, HT strives to ensure, depending on its technical possibilities, that its Customers can authenticate and use certain electric vehicle charging stations, pay charging services, recharge their user account, have an online overview of the charging process in real time and a view of the nearest charging stations, browse unoccupied charging stations, determine the start and the end of the charging session, determine preferential charging station locations, book the place and time of the charging session, communicate with HT and have a statistical overview of history of use of charging services.

2. EspoTs services represent a technological platform that allows its Customers to plan, select and pay for electric vehicle charging services rendered by independent third-party providers of such services (e.g. owners of certain sites where charging stations are located) working in partnership with HT. Consequently, the electricity supply service is not the subject matter of these Terms and Conditions.

3. EspoTs service is based on the use of the espOTs mobile application and web application <https://hr.rechargespots.eu/>, which contain a database of the infrastructure of electric vehicle charging stations owned by HT and partners where charging can be paid via the application. The application is designed to allow Customers, depending on the available technical possibilities at a given time, to perform the following actions:

- a. Browse available charging stations;
- b. Book a charging station (possible with certain charging station models);
- c. Navigate to the charging station;
- d. Get Customer authorisation at the charging station;
- e. Determine the start and the end of the charging session at a certain charging station;

- f. Exchange tickets with HT – Customer Support;
- g. Pay in advance (prepaid);
- h. Recharge their user account.

4. The data on the current status of an individual charging station or all charging stations offered via the mobile/web application are based on the data regularly collected from each charging station. Depending on the available technical possibilities at a given time, the application offers the following possibilities:

- a. An interactive map of charging stations, including the option of external route planning/navigation services;
- b. Charging station booking;
- c. Overview of the charging station availability and booked sessions;
- d. List of Customer's favourite/preferential charging stations;
- e. System for reporting faults to HT;
- f. Payment and user account recharging system.

5. HT shall exercise a high degree of professional diligence in an attempt to provide Customers with the highest possible level of uninterrupted operation of the application, but shall not be held liable for slow operation, failures and faults that may arise in the use of the application as a result of *force majeure* or third parties' unforeseeable actions. HT shall endeavour to reactivate the functioning of the application as swiftly as possible in the cases involving shutdowns, failures or outages.

6. HT shall reserve the right to change the content or functionality of the application without prior announcement. The application is designed and optimised for use on smartphones or other Android and iOS mobile devices.

7. When using the espOTs services, the Customer has at their disposal the following provisionally described procedure for the use of charging stations, subject to potential changes resulting from technical restrictions and improvements of the espOTs service. The Customer can:

- 1. Find an unoccupied charging station via the web or mobile application;
- 2. Use the navigation module to choose the preferential route to the selected charging station;
- 3. Upon arrival to the charging station, perform authorisation in accordance with the user instructions displayed on the charging station itself or in the mobile/web application;
- 4. Connect their vehicle to the charging station only via a cable with appropriate connections; the use of any non-standard adapters is strictly forbidden and creates conditions for the termination of the user account by HT;
- 5. Upon completion of charging, the cable needs to be disconnected and returned to the appropriate place;
- 6. Upon completion of the charging session, the vehicle needs to be removed from the booked parking space for electric vehicle charging.

8. In accordance with these Terms and Conditions, HT shall grant to the Customer a limited, non-exclusive, revocable and non-transferable licence for access to and use of the application, exclusively for the purpose of accessing the espOTs service, as well as for access to and use of all contents, information and related materials available on the espOTs user pages, in each individual case only for personal, non-commercial use. HT reserves all rights that are not expressly granted hereunder. The Customer can access all contents and services on the espOTs user pages and in the mobile application by opening an espOTs user account.

### III. BILLING OF ELECTRIC VEHICLE CHARGING THROUGH THE ESPOTS SERVICES

1. A list of all publicly available charging stations, including their active occupancy status and information on whether charging is payable or not, can be found on <https://hr.rechargespots.eu>, whilst a summary overview of commercial conditions relating to charging is available on <https://www.hrvatskitelekom.hr/poslovnijct/e-mobilnost>.

2. The fee for electric vehicle charging services provided through the espOTs services can be paid as follows:

**a. Via the mobile espOTs or web application available on <https://hr.rechargespots.eu/>**

Means of payment are credit cards offered by the mobile application/user pages, in which case the Customer shall follow these steps:

- Register an *ad hoc* user account;
- Select "voucher" in the payment section;
- Select the desired amount of the voucher;
- Select the desired method of payment (credit/debit card);
- Confirm the method of payment.

Upon confirmation of payment, the amount will be saved in the virtual account of a particular customer, and the Customer will be able to download their electronic payment receipt and check available funds at any time. The price of the espOTs charging service provided through the mobile/web application does not include data traffic, any other costs that may incur whilst viewing or browsing the website <https://hr.rechargespots.eu/> or the fee for payment services provided by the payment card issuer. Any potential funds transfer costs and bank costs shall be borne by the customer. The service provider shall not be held liable in any way for the relation between the customer and the electronic communications services operator and the payment card issuer. If charging services are paid by a debit or credit card, the provisions of the relevant terms and conditions of the payment card issuer that are applicable depending on the type of service shall apply as well.

**b. Via prepaid T-RFID cards available through the HT sales network**

If the card is purchased in a T-Centre, a status request can be sent to [e-mobility@t.ht.hr](mailto:e-mobility@t.ht.hr). T-RFID cards can be purchased at any of the points of sale (T-Centres). An updated list is available on <https://www.hrvatskitelekom.hr/poslovnijct/e-mobilnost>. The amount paid can be used for charging services at charging stations where charging services are payable. At charging stations where charging services do not have to be paid, the card is used for an unlimited number of charging station activations. The value stored on the card can be renewed by *ad hoc* registration of the Customer on the website <https://hr.rechargespots.eu/>, by purchasing additional value and by assigning an ID card to the user account. Purchased vouchers or RFID cards can be used within 24 months as of the date of purchase; once the funds have been paid, they are not eligible for refund, unless otherwise provided by law.

3. The fee for electric vehicle charging services rendered shall be paid in accordance with the published price list for charging services, which is available and regularly updated on <https://www.hrvatskitelekom.hr/poslovnijct/e-mobilnost> or via the application.

4. For the purpose of payment through the mobile espOTs or web application available on <https://hr.rechargespots.eu/>, the Customer agrees to make the payment by means of Braintree services,

in the manner described on the following link: <https://www.braintreepayments.com/hr/legal>. HT is not a representative of the provider of Braintree services for the execution of payments, but only the user of its services. HT shall not be held liable for the regularity of Braintree services for the execution of payments.

#### **IV. CUSTOMER SUPPORT**

1. HT shall provide customer support for the espOTs service. HT shall undertake all reasonable measures to provide telephone support for resolving issues with the use of the Service. Customers have at their disposal the contact telephone number 0800 0005 and/or email address [e-mobility@t.ht.hr](mailto:e-mobility@t.ht.hr) and/or postal address of the HT registered office.

2. Report of a failure or problem in the provision and/or billing of the service shall indicate a description of the failure/problem as accurate as possible and the Customer's contact information.

#### **V. CREATING AN ESPOTS USER ACCOUNT**

1. Any natural person can create a one-time (*ad hoc*) user account by using the voluntary registration procedure that implies a voluntary provision of the data concerning the Customer. espOTs user account is the Customer's digital identity, on the basis of which the Customer is authenticated in relation to HT when the Services covered by these Terms and Conditions are used.

2. By entering their user data in the mobile application and/or on the user pages, the Customer confirms that they have been informed of these Terms and Conditions and that the Customer fully understands and accepts them. The contract for the provision of the service of use of the mobile application/user pages for electric vehicle charging shall be considered concluded at the moment when the confirmation of successful registration of user data is received. The contract for the use of the mobile application/user pages for electric vehicle charging shall be concluded for an indefinite period of time.

3. The scope and type of the data required by HT for registration are necessary in order to protect the rights and interests of the Customer as they provide for an adequate level of identity verification for the purpose of registration and in order to fulfil all the rights and obligations arising from the Customer's relation with HT upon completed registration. The data entered during the registration are processed also for the purpose of allowing HT to provide the Customer with all the Services and content of the user pages referred to in Article 1 of these Terms and Conditions requested by the Customer.

4. By registering an espOTs user account, the Customer guarantees that the Customer enjoys full legal capacity and is entitled by the law to perform registration and to take all necessary legal actions with HT provided for under these Terms and Conditions, and confirms, by pressing the appropriate option, that the Customer has read and fully accepts these Terms and Condition.

5. In order to use the *ad hoc* Service, the Customer is required, with a view to proving their contractual or customer status, to enter user data that belong exclusively to that Customer and are specified in the user interface.

6. By entering their data, the Customer confirms the accuracy and completeness of the data given voluntarily during the registration. The Customer shall inform of any changes to their (registration) data within a maximum of 7 (seven) days after the changes to the data were made and shall be solely responsible for any damage that may arise in the case this obligation has not been fulfilled.

7. The given data shall be used to deliver essential information pertaining to the requested/ordered espoTs services referred to in these Terms and Conditions, but also to confirm the registration of the espoTs user account and the delivery of the user name and password.

8. Upon successful registration, the Customer shall have a unique espoTs user account which is used for authorised access, i.e. as an authorisation for the use of the HT Services covered by these Terms and Conditions. Changes to the user name selected and entered during the registration shall not be allowed, whilst the access password can be changed by the Customer at any moment.

## **VI. OBLIGATIONS OF THE CUSTOMER**

1. The Customer shall keep their espoTs user account strictly confidential and act with due care in relation to it (as well as in relation to any other user identifier assigned by HT), in particular with regard to unauthorised access by third parties, and shall not disclose or otherwise make available their espoTs user account to third parties, i.e. unauthorised persons. The Customer shall be solely responsible for any action, including any expression of will given under their espoTs user account, which shall be considered the expression of will of the person who is regarded as the Customer whose espoTs user account is concerned. HT shall not be held liable on any basis and for any damage that may be caused to the Customer and/or third parties as a result of a conduct contrary to these provisions and/or incorrect treatment of the espoTs user account of the Customer and/or misuse and/or unauthorised use of the espoTs user account of the Customer, that is for any damage that pertains to or may pertain to such conduct/treatment and/or misuse.

2. When using the HT espoTs website, the Customer shall not act in a manner that would represent the following:

- Publication, sending and exchange of contents infringing the current Croatian and/or international laws, as well as contents that are offensive, vulgar, threatening, racist, sexist or otherwise damaging;
- Publication, sending and exchange of information that are known or assumed to be false and the use of which may cause damage to other customers;
- Misrepresentation, i.e. representation in the name of another legal or natural person;
- Manipulation of identifiers in order to cover the origin of the content published on or sent via the web pages concerned;
- Publication, sending and exchange of contents and/or use of subject matter or rights protected by intellectual property rights of either HT or third parties;
- Publication, sending and exchange of unsolicited contents to customers or other persons without their consent or request, or by deception;
- Deliberate publication, sending and exchange of contents containing viruses or similar computer files or programmes designed to destroy or limit the functioning of any computer software and/or hardware and electronic communications equipment;
- Unauthorised collection, i.e. any type of unauthorised processing of personal data within the meaning of the applicable regulations;
- Violation of the rules of conduct on the internet and web ([http://www.t-com.hr/privatni/kzona/podrska\\_savjeti/pravila.asp](http://www.t-com.hr/privatni/kzona/podrska_savjeti/pravila.asp));

[http://www.t-com.hr/privatni/kzona/podrska\\_savjeti/ponasanjenamrezi.asp](http://www.t-com.hr/privatni/kzona/podrska_savjeti/ponasanjenamrezi.asp);  
[http://www.t-com.hr/poslovni/kzona/podrska\\_savjeti/pravila.asp](http://www.t-com.hr/poslovni/kzona/podrska_savjeti/pravila.asp);  
[http://www.t-com.hr/poslovni/kzona/podrska\\_savjeti/ponasanjenamrezi.asp](http://www.t-com.hr/poslovni/kzona/podrska_savjeti/ponasanjenamrezi.asp)).

3. Customer's education (including but not limited to education on proper conduct on the internet and avoidance of related risks and frauds) and the application of safety and other measures necessary to protect Customer's subscriber/user equipment, computer programmes and data are the sole responsibility of each individual Customer. The same applies to taking all the necessary protection measures to avoid different types of online frauds. The Customer explicitly confirms that they have been informed of the fact that, for security reasons, HT shall never request from the Customer to enter their user data by e-mail, including, without limitations, the data on their espoTs user account. When using the HT espoTs user pages, the Customer shall undertake the appropriate safety measures, in particular:

- The Customer shall log off each time after using the aforementioned pages, especially if they are not using their own computer, in order to avoid any possibility of misuse;
- In the event of any suspected misuse and/or unauthorised use of their espoTs user account or any other user identifier, the Customer shall immediately inform HT Customer Service thereof at the number 0800 0005. Upon receipt of such notification, HT shall undertake all possible measures to protect the user account. HT shall in no way be held liable towards the Customer for any potential damage and/or consequences arising out of the conduct that is contrary to the obligations provided for in this item.

4. The Customer shall not use servers or other HT infrastructure, including services, in a manner that may jeopardise their work, proper functioning and/or full functionality. In the event of any suspected misuse of services, servers and/or other HT infrastructure, including services, HT reserves the right to undertake any admissible actions necessary to ensure proper work of servers and other HT infrastructure, including services, which encompasses control of provided contents, which can be removed if it is determined that the provision of such contents, i.e. their use on the espoTs pages, is contrary to these Terms and Conditions and/or applicable laws and regulations, in which case HT shall not in any way be held liable towards the Customer for the aforementioned actions.

5. HT reserves the right to remove Customer's contents that would represent a violation of the manner in which the espoTs user pages are to be used. HT cannot and shall not be held liable for damage arising from the misuse of contents and services on the espoTs user pages by an unauthorised person, as well as for any damage that may be caused to the Customer or any third party in relation to the use of contents that can be accessed through the pages concerned.

6. HT waives all liability for any damage that may arise from the use of contents and services on the espoTs user pages that is contrary to the provisions of the applicable laws and regulations, these Terms and Conditions and the instructions provided to the Customer during the use of the pages concerned, regardless of whether damage is material or non-material, direct or indirect, ordinary damage, lost profits or non-material damage, if it is in any way related to the use of contents and services available on or stemming from the pages concerned.

7. HT cannot and shall not be held liable for any damage that may arise from the interruption of the internet connection during the access to the pages concerned.

8. The Customer who, under the espoTs services, contracts electric vehicle charging services shall bear in mind that charging stations are high-voltage devices intended exclusively for electric vehicle charging and

thus shall be used in accordance with the operational instructions and the rules of use. HT accepts no liability for any damage or accident resulting from the improper use of the charging infrastructure.

## VII. PERSONAL DATA PROTECTION

1. HT is the controller processing Customer's personal data in relation to the espOTs HT service. When an espOTs user account is created, HT shall collect and process the Customer's name, surname and e-mail, i.e. any other user data that the Customer can deliver to HT. In addition, HT shall also process data generated during the use of the service, such as charging station location, consumption, espOTs user account balance and service use performance.

User data provided during the registration for espOTs user account, i.e. during the registration for espOTs user account, shall be transferred over a secure communications channel – they are protected by encryption and transferred by means of a secure network protocol (HTTPS) that prevents third parties in the communications channel from reading and falsifying data. The HT user pages can be used only by the Customers who access them through a web browser supporting the HTTPS protocol. While registering for espOTs user account, the internet server records the IP address of the computer from which access is made, the date of access, the success rate of the HTTPS request in the form of a numeric code, the size of the file delivered to the customer's web browser in octets, the URL page from which we are accessed and the web browser code (name and version). These data will be kept up to three months and they will be used for system and data security purposes. With the same purpose, application logs (data change time, ID of the user or operator who executed the change, changed data) will be kept for one year period of time.

By registering for espOTs user account, the use of which includes a free-of-charge service for the Customer consisting of a personalised use of services and contents available on the HT espOTs pages, the Customer is informed of and accepts that HT will process their personal data for the purpose of fulfilling the rights and obligations pertaining to the espOTs HT service. Data processing shall include, without limitations: actions taken to verify access authorisations and prevent potential frauds and misuse, as well as actions taken to provide, charge and collect the ordered, i.e. contracted espOTs HT service and resolve complaints. In addition, the Customer is informed of and accepts that HT reserves the right to send service notifications, administrator's messages and similar HT's notifications to the Customer's e-mail address, exclusively with a view to regularly informing the Customer of the espOTs services of their normal functioning.

espOTs user account, together with adjacent personal data, will be deleted immediately without further delay upon user request.

For the purpose of personal data processing, HT shall be authorised to hire verified personal data processors in the Republic of Croatia and the EU.

During the use of the HT espOTs user pages, HT's server shall store certain information in the form of cookies on the Customer's computer (e.g. pastSessions). The espOTs user pages use cookies in order to provide their service free of charge to customers, including all functionalities and contents of the highest possible quality. Cookies represent a set of data generated by the web page server which the web browser stores on the Customer's disc in the form of a small text file. A temporary cookie is stored on the customer's computer: • at the session level, i.e. for the duration of the customer's visit to the user pages, thus allowing the customer to use those pages in a more efficient manner, and expires automatically when the customer closes their web browser; and • in the process of registration and authorisation of the HT services described in item 4.1., in which case the cookie is stored for 24 hours so that the customer, in the event that the whole process has not been completed within one session, does not have to re-enter the required data.

Customers can always contact HT also if they have additional questions about the processing of their personal data and have the right to object, as well as the right to access, correct, delete, limit the processing of and transfer their personal data. E-mail address of the HT Data Protection Officer is osobni.podaci@t.ht.hr. Customers can also always contact the Personal Data Protection Agency.

#### **VIII. CANCELLATION AND PROHIBITION OF USE OF THE ESPOTS USER NAME AND PASSWORD**

HT reserves the right to cancel or temporarily withhold the possibility to use the Customer's espOTs user account, which may include cancellation or temporary withholding of the possibility to use one or more services available on the HT user pages and/or in the application, without prior announcement and/or explanation, if the Customer acts contrary to the rules of these Terms and Conditions, the contract concluded with HT and/or the applicable legal regulations. HT shall not be held liable for any damage arising from the aforementioned cancellation or temporary withholding of the possibility to use the espOTs user account, that is one or more services of the pages concerned and/or the application.

#### **IX. SUPERVISION OF USE OF THE SERVICE**

1. The Customer agrees that HT reserves the right to, at any moment and without prior notification, limit or suspend the provision of the espOTs service through the mobile/web application (and thus prevent the use of the charging service) if the customer uses the service of mobile/web application use in an impermissible and/or unacceptable manner and in order to protect the security and observance of ethical standards. In such a case, HT shall notify the customer thereof, with due indication of the reasons, to the provided e-mail address or at the provided contact telephone number.

2. The Customer bears full responsibility for the legality and veracity of the data made available by the Customer to the provider of electric vehicle charging services.

3. The Customer shall use the mobile/web application for electric vehicle charging in an acceptable and permissible manner. Any use that, according to the service provider's assessment, can lead to infringement of the laws and other regulations of the Republic of Croatia and ethical norms or give rise to any type of damage shall be considered an unacceptable and impermissible manner of use of the service, in particular: - distribution of data contrary to the applicable regulations, where such data are offensive, might undermine the personality rights of an individual natural or legal person, especially when they comprise data about children; - distribution of data that might cause damage to the service provider; - distribution of contents infringing the intellectual property of the service provider or a third party; - distribution of contents evidently advertising tobacco product brands, pornography or other products the advertising of which is limited or prohibited in the Republic of Croatia.

#### **X. LIMITATION OF LIABILITY OF HT**

1. The services shall be provided in their current form and in an accessible manner. HT waives all statements and assurances, either expressed or implied, which are not explicitly stated in these Terms and Conditions, including assurances on sale possibilities, suitability for particular use and non-violation of rules. In addition, HT does not provide any statements or assurances on the reliability, timeliness, quality, suitability or availability of the services or any services and goods requested under the use of the services or that the services will be provided without interruptions or faults. HT does not guarantee the quality, suitability, security or capability of any third parties. The Customer agrees that the Customer shall bear the whole risk concerning the use of the service or any other service or good requested under the service, up to the level permissible under the law.

2. As to the damage that might be caused to the Customer in the discharge of the obligations under these Terms and Conditions, where such damage is a result of gross negligence or wilful misconduct, HT has unlimited liability. In the case of damage caused by ordinary negligence, any liability of HT for indirect damage, including lost profits, non-financial or non-material damage, unnecessary costs, lost data or claims by third parties, shall be excluded. Liability of HT for ordinary (actual) damage shall be limited to a maximum of HRK 1,000.00 per harmful event.

3. The Customer accepts that despite potentially carried out tests in the conditions similar to those prevailing in practice, errors in software, i.e. application(s) installed on the equipment/web, in particular in relation to special combinations of data and functions, are still possible. The Customer accepts that HT shall not be held liable for any interruption in the service, any loss or damage, costs or expenses or any other damage caused to the Customer as a result of an error in a third-party software over which HT has no influence.

4. HT does not accept any liability for any potential material and non-material damage arising in relation to the service and the use, i.e. operation of the mobile application/user pages for electric vehicle charging which may result in death, injuries, catastrophic damage or mass destruction (for example, related to nuclear energy, mass transportation, medical purposes or any other uses).

5. The Customer agrees and accepts to indemnify and consider HT and its officials, directors, employees and agents free of any claims, requests, losses, responsibilities and costs (*inter alia* lawyer costs) resulting from or in connection with the use of the espoTs services, that is services and goods arising from the use of these services; infringements or violations of these Terms and Conditions; the use of the user pages and/or application in an impermissible manner or the violation of any third-party's rights.

## **XI. RIGHT TO TERMINATE THE CONTRACT FOR THE PROVISION OF THE SERVICE**

By accepting these Terms and Conditions, the Customer gives explicit consent and approval for HT to immediately start providing the espoTs service. Thus, upon conclusion of the contract for the provision of the espoTs service, the Customer cannot modify the placed order for electric vehicle charging once it has been submitted. Since the contract for the provision of electric vehicle charging services is concluded remotely through the espoTs user pages or application, and as its subject matter is electric vehicle charging in a user-friendly manner and in accordance with their specification, upon accepting these Terms and Conditions and selecting the option "Pay for each individual order of electric vehicle charging" the Customer does not have the right to unilaterally terminate the contract for the provision of electric vehicle charging services, without explaining the reasons for doing so, nor the right to be refunded the price paid for electric vehicle charging services. Also, by accepting these Terms and Conditions, the customer acknowledges that they have been informed of their exclusion from the aforementioned right to unilateral contract termination when using the espoTs services, in accordance with the Consumer Protection Act.

## **XII. COPYRIGHT AND RELATED RIGHTS**

1. The content of the espoTs application and web page <https://hr.rechargespots.eu> is protected by copyright and related rights, with the exception of Customer's user data, i.e. Customer's user content. The content concerned shall not be reproduced, distributed or otherwise used without the explicit consent of HT or in any manner that may cause damage to HT or any third party. The content concerned may be used only for the individual needs of the Customer and under their own responsibility, subject to the observance of copyright and related rights, as well as any other third party's rights and in accordance with these Terms and Conditions.

2. HT can occasionally allow for textual, audio and/or video contents and information, including comments and feedback on the Services, filing of support tickets, lodging of reports and similar user contents, which remain the ownership of the Customer, to be sent, uploaded, published or otherwise made available through the espoTs pages or application. By publishing their user contents, the Customer gives HT an unlimited, in terms of time and space, irrevocable, transferable, non-payable licence with the right of sub-licencing, use, copying, modification, creation of derivative works, distribution, public exhibition, public performance and other uses of user contents in any way, in all currently known subsequently designed formats and distribution channels (including in relation to the espoTs services), without prior notification or your consent and without compensation to the Customer or any other natural or legal person.

3. In particular, it is forbidden and is considered a violation of these Terms and Conditions to use the espoTs services with a view to publishing or transferring contents and data contrary to the applicable regulations, as well as contents and data that are incorrect, incomplete, offensive and/or misleading, or that are known or might be known to be incorrect, incomplete, offensive and/or misleading, or that could otherwise jeopardise the work of HT. It is also forbidden to use the espoTs services in the manner and for the purposes that infringe or may infringe others' rights, as well as in the manner and for the purposes that are not in conformity with the applicable regulations, including, *inter alia*, sending of advertising and promotional materials without the consent of the recipient, sending of unsolicited electronic messages, sending of illegal or illegally obtained content that infringes or may infringe other's intellectual property rights.

4. The Customer bears full responsibility for the legality, content, quality and veracity, as well as for providing the necessary protection measures against unauthorised use, of all information, applications, data, audio and video records and any other materials offered and made available through the use of the espoTs services.

5. The Customer shall use any protected subject matter (content protected by copyrights and/or intellectual property rights) in a legally permissible manner and shall not publish or otherwise use it without the consent of the relevant rightholder. The Customer shall bear responsibility on any basis and shall compensate for all damages that might be caused to HT or a third party as a result of a violation of any of the Customer's obligations set out herein.

6. The Customer shall not remove any notice of copyrights, trademarks or other copyright-related notices from any part of the services; (ii) reproduce, modify and prepare derivative works that are based on the services, share, licence, lease, sell, resell, transfer, publicly display, publicly present, send, broadcast live, transmit or otherwise use the Services, except in the manner expressly permitted by HT; (iii) decompile, reverse engineer or decompose the services, except insofar as permitted by the law; (iv) connect, mirror or frame any part of the services; (v) cause or initiate any programme or script for the purpose of scraping, indexing, testing or other type of data undermining of any part of the services, or unduly burden or hamper the operation and/or functionality of any part of the services; or (vi) try to obtain unauthorised access to the services or disrupt any part of the services, or systems or networks related to them.

### **XIII. FINAL PROVISIONS**

1. If any of the provisions of these Terms and Conditions becomes illegal, invalid or unenforceable in any respect according to the applicable regulations, this shall have no effect on the legality, validity or enforceability of other provisions of these Terms and Conditions.

2. HT and the Customer agree that the provision that has become illegal, invalid or unenforceable shall be, by their mutual agreement, replaced by a legal, valid or enforceable provision which, in terms of its

economic value and the intent of HT and the Customer, shall correspond to the one that has become illegal, invalid or unenforceable.

3. The interpretation, application and legal effects of all permissions, exclusions and terms of use of the mobile application/user pages for electric vehicle charging shall be governed by the Croatian law, whilst the court which is to have territorial jurisdiction in all applications and disputes arising from or in connection with the use of the mobile application/user pages for electric vehicle charging shall be the court in Zagreb.

4. These Terms and Conditions shall apply from 15 July 2020. HT reserves the right to amend these Terms and Conditions in accordance with the regulations. Any amendments will be made available on the website <https://www.hrvatskitelekom.hr/poslovnj/ict/e-mobilnost> prior to their entry into force.