

General Terms and Conditions for the V Go Tariffs

1. Scope

1.1. Overview, Term, Ordinary Termination

1.1.1. Each of the two offered tariffs includes "V Go – Charging" and "Charging at roaming partners."

1.1.2. This contract is concluded for an indefinite period. Both contracting parties have the right to terminate this contract by ordinary termination after expiry of the respectively agreed minimum contractual term, taking effect on the agreed termination date.

1.1.3. Both parties are entitled to terminate this contract without notice period for good cause. Important grounds for SMATRICS in particular are:

1.1.3.1. the customer fails to meet a payment obligation despite a written reminder and expiry of the deadline set;

1.1.3.2. the payment method notified by the customer is invalid or the customer is not permitted to use the payment method;

1.1.3.3. the customer violates the charging regulations, in particular if the customer does not vacate the parking/charging space within 15 minutes after the end of the charging process or, in contracts tied to a vehicle, charges a vehicle other than the contractual vehicle;

1.1.3.4. the customer uses charging stations abusively or improperly.

1.2. „V-Go – Charging“

1.2.1. "V Go – Charging" enables the customer to charge a vehicle at all available public charging stations in the SMATRICS charging network. The SMATRICS charging network (also called the "V-Go home network") comprises all public charging stations of SMATRICS EnBW GmbH and the public SMATRICS partner stations; a single charging station from the SMATRICS charging network is hereinafter referred to as a "SMATRICS charging station" or "V Go charging station." SMATRICS charging stations are visible in the V-Go app. Taking electricity from SMATRICS charging stations for purposes other than charging a vehicle is not permitted.

1.2.2. The customer is entitled to:

1.2.3. identify themselves at any available public SMATRICS charging station online (via the V Go mobile app) or by authorization methods (if SMATRICS provides such) and charge a vehicle;

1.2.4. request, at the customer's cost, the replacement of defective or lost authorization methods, provided these were supplied by SMATRICS.

1.3. „Charging at Roaming Partners“

1.3.1. SMATRICS has agreements with other charging-station operators domestically and abroad to enable the customer to charge at the roaming partners' stations. The roaming partner stations where charging under the respective tariff is possible are published in the V-Go app. The roaming partners' stations are collectively referred to as the "third-party network" or "other charging networks." The customer must comply with the respective charging regulations of the roaming partners.

2. Fees (Tariff, Roaming, Processing Fees)

2.1. Overview

2.1.1. Upon conclusion of the contract the customer must choose one of the tariffs specified in this clause.

2.1.2. In addition, the customer must pay the processing fees pursuant to point 2.4.

2.1.3. Where fees in these provisions are shown as gross prices or "including VAT," this applies based on the VAT rate legally applicable in the country where the charging session takes place.

2.1.4. Because charging services and related services at charging stations can be provided in different states, different VAT rates may apply to the fees depending on the location of the charging station used. The decisive factor for the application of the applicable VAT rate is the state in which the charging station used by the customer is located.

2.2. Tariffs

2.2.1. The following tariffs are available for all vehicle types (independent of the vehicle's charging power). All amounts are gross prices (including the VAT applicable in the country of the used charging station).

Fees in Austria

☒	☐
V-Go BASIC	V-Go PREMIUM
No minimum term	12 minimum term
Kündigungsfrist zum Ende des Tages des Einlangens der Kündigung bei SMATRICS	Kündigungsfrist zum Ende des Tages des Einlangens der Kündigung bei SMATRICS
Network access: 0,00 EUR/month	Network access: 11,99 EUR/month
Charging fee V-Go home network	Charging fee V-Go home network
0,55 EUR/kWh	0,39 EUR/kWh
Charging fee third party network:	Charging fee third party network:
0,89 EUR/kWh	0,79 EUR/kWh
Blocking fee	Blocking fee
AC: 0,10 EUR/Min ab der 481. Min DC <80kW: 0,20 EUR/Min ab der 181. Min* DC ≥80kW: 0,20 EUR/Min ab der 61. Min*	AC: 0,10 EUR/Min ab der 481. Min DC <80kW: 0,20 EUR/Min ab der 181. Min* DC ≥80kW: 0,20 EUR/Min ab der 61. Min*

Fees in the corresponding countries other than Austria:

	V-Go BASIC	V-Go PREMIUM
Germany	Charging fee V-Go home network: 0,5454 EUR/kWh Charging fee third party network: 0,8826 EUR/kWh Blocking fee: AC: 0,0992 EUR/Min ab der 481. Min DC <80kW: 0,1983 EUR/Min ab der 181. Min* DC ≥80kW: 0,1983 EUR/Min ab der 61. Min*	Charging fee V-Go home network: 0,3868 EUR/kWh Charging fee third party network: 0,7834 EUR/kWh Blocking fee: AC: 0,0992 EUR/Min ab der 481. Min DC <80kW: 0,1983 EUR/Min ab der 181. Min* DC ≥80kW: 0,1983 EUR/Min ab der 61. Min*
Czechia	Charging fee V-Go home network: 0,5546 EUR/kWh Charging fee third party network: 0,8974 EUR/kWh Blocking fee: AC: 0,1008 EUR/Min ab der 481. Min DC <80kW: 0,2017 EUR/Min ab der 181. Min* DC ≥80kW: 0,2017 EUR/Min ab der 61. Min*	Charging fee V-Go home network: 0,3933 EUR/kWh Charging fee third party network: 0,7966 EUR/kWh Blocking fee: AC: 0,1008 EUR/Min ab der 481. Min DC <80kW: 0,2017 EUR/Min ab der 181. Min* DC ≥80kW: 0,2017 EUR/Min ab der 61. Min*
Slovenia	Charging fee V-Go home network: 0,5592 EUR/kWh Charging fee third party network: 0,9048 EUR/kWh Blocking fee: AC: 0,1017 EUR/Min ab der 481. Min DC <80kW: 0,2033 EUR/Min ab der 181. Min* DC ≥80kW: 0,2033 EUR/Min ab der 61. Min*	Charging fee V-Go home network: 0,3965 EUR/kWh Charging fee third party network: 0,8032 EUR/kWh Blocking fee: AC: 0,1017 EUR/Min ab der 481. Min DC <80kW: 0,2033 EUR/Min ab der 181. Min* DC ≥80kW: 0,2033 EUR/Min ab der 61. Min*

Slovakia	Charging fee V-Go home network: 0,5454 EUR/kWh Charging fee third party network: 0,8826 EUR/kWh Blocking fee: AC: 0,0992 EUR/Min ab der 481. Min DC <80kW: 0,1983 EUR/Min ab der 181. Min* DC ≥80kW: 0,1983 EUR/Min ab der 61. Min*	Charging fee V-Go home network: 0,3868 EUR/kWh Charging fee third party network: 0,7834 EUR/kWh Blocking fee: AC: 0,0992 EUR/Min ab der 481. Min DC <80kW: 0,1983 EUR/Min ab der 181. Min* DC ≥80kW: 0,1983 EUR/Min ab der 61. Min*
Italy	Charging fee V-Go home network: 0,5592 EUR/kWh Charging fee third party network: 0,9048 EUR/kWh Blocking fee: AC: 0,1017 EUR/Min ab der 481. Min DC <80kW: 0,2033 EUR/Min ab der 181. Min* DC ≥80kW: 0,2033 EUR/Min ab der 61. Min*	Charging fee V-Go home network: 0,3965 EUR/kWh Charging fee third party network: 0,8032 EUR/kWh Blocking fee: AC: 0,1017 EUR/Min ab der 481. Min DC <80kW: 0,2033 EUR/Min ab der 181. Min* DC ≥80kW: 0,2033 EUR/Min ab der 61. Min*
Croatia	Charging fee V-Go home network: 0,5179 EUR/kWh Charging fee third party network: 0,8381 EUR/kWh Blocking fee: AC: 0,0942 EUR/Min ab der 481. Min DC <80kW: 0,1883 EUR/Min ab der 181. Min* DC ≥80kW: 0,1883 EUR/Min ab der 61. Min*	Charging fee V-Go home network: 0,3673 EUR/kWh Charging fee third party network: 0,7439 EUR/kWh Blocking fee: AC: 0,0942 EUR/Min ab der 481. Min DC <80kW: 0,1883 EUR/Min ab der 181. Min* DC ≥80kW: 0,1883 EUR/Min ab der 61. Min*

*The specification of kW refers to the technically maximal charging power available at the charge point as shown in the V-Go app.

The above-mentioned tariffs apply. For certain charging stations, charge points, charging types or time periods, limited promotional prices or more favorable conditions may be offered; these will be clearly and understandably communicated to the customer before the start of the charging session. Unless expressly stated otherwise, promotional prices apply until and including 31 January 2027. The start of the charging session is decisive. Thereafter, newly started charging sessions are billed at the rates then announced.

2.3. Explanations of the tariffs

- 2.3.1. Each tariff consists of any monthly network fee, any third party network charging fee, and a charging fee per commenced kWh consumed in the V-Go home network.
- 2.3.2. A “charge point” is each outlet of the charging station which can charge only one electric vehicle at the same time.
- 2.3.3. The “V Go home network charging fee” is due for each commenced kilowatt hour drawn from a SMATRICS charging station, regardless of the type of current (AC

or DC) of the used charge point, according to point 2.2. Methods of billing that are more favorable to the customer, in particular billing according to actual watt hours, are permitted.

2.3.4. If included in the respective tariff, the “third party network charging fee” is due for each commenced kilowatt hour drawn from a charging station of other operators with whom SMATRICS has an agreement under point 1.3.1, regardless of the type of current of the used charge point, according to point 2.2. Methods of billing that are more favourable to the customer, in particular billing according to actual watt hours, are permitted.

2.3.5. In addition to the “V Go home network charging fee” or the “third party network charging fee,” the customer must pay a blocking fee for blocking the charging station according to the following rules: from the customer’s authorization at the charging station the minutes of blocking are counted until the customer unplugs connection from vehicle to station. The blocking fee is charged for each commenced minute of blocking if the customer has exceeded the duration shown in point 2.2 depending on the type of current and/or the maximum available charging power of the used charge point for a charging session, but at most for a period of 180 minutes of blocking per charging session.

2.3.6. Any price, billing unit (min/kWh) or maximum available power displayed on site that contradicts the applicable tariff is not valid for the customer.

2.4. Processing Fees

2.4.1. For each remote unlocking (remote activation) by SMATRICS support: EUR 45.00.

2.4.2. For billing and payment:

2.4.3. For each dunning letter for delayed payment to consumers within the meaning of the Austrian Consumer Protection Act (KSchG): EUR 5.00.

2.4.4. Bank return fees caused by the customer: SMATRICS passes on to the customer the bank’s actually charged return fees (without surcharge).

2.4.5. Costs for out of court collection and recovery measures: If a lawyer is engaged, the customer must pay costs according to the then applicable Lawyers’ Fees Act plus VAT; if a collection agency is engaged, the customer must pay the costs according to effort, provided these do not exceed the maximum rates of the then applicable Collection Fees Ordinance (BGBl. No. 141/1996) in its applicable version. The foregoing

applies only insofar as the costs for such measures are necessary, expedient and in reasonable proportion to the principal claim.

3. Limitation of scope of application

3.1. This contract and the tariffs offered under this contract are exclusively aimed at customers who are consumers within the meaning of the Austrian Consumer Protection Act (KSchG) (B2C) with residence in Austria. The customer is prohibited from charging vehicles used for commercial purposes or registered to a commercial enterprise under this contract.

3.2. The charging tariff is exclusively intended for the customer’s personal use. Use by or for third parties is not permitted.

3.3. If the monthly charging volume exceeds 500 kWh in at least two of three consecutive months, SMATRICS reserves the right to terminate this contract extraordinarily and to offer the customer a tariff appropriate to his/her consumption.

3.4. The tariff entitles the customer to have at most one active charging session at any given point in time. Simultaneous activation of multiple charging sessions — whether at the same or at different charging stations — is not permitted.

4. Billing and Payment

4.1. SMATRICS issues the customer a monthly invoice after the lapse of a calendar month.

4.2. The customer can pay exclusively by credit card (MasterCard or VISA). To verify the validity of the credit card, an amount of EUR 0.10 will be requested from the card issuer during customer registration. This amount will not actually be charged to the credit card.

4.3. Alternatively, if permitted by SMATRICS in individual cases and offered in the charging or registration process, the customer may choose other payment methods. The payment methods available will be displayed to the customer before completion of the charging session. If validation, authorization or pre check is required for the chosen payment method, this is carried out subject to the terms of the respective payment service provider or credit institution.

4.4. If the customer does not possess any of the payment methods offered by SMATRICS, the customer may contact SMATRICS to be offered an alternative SMATRICS supported payment method.

4.5. Customer charging sessions are charged to the customer’s credit card immediately after the end of the

- charging session and the customer receives a receipt immediately after the charge; if charging sessions cannot be charged, the customer will receive an invoice no later than the following month, which is due within 14 days.
- 4.6. Blocking the online account. If the customer fails to pay the fees within two months from the date the payment obligation arises, SMATRICS is entitled to block the online account. The block is lifted as soon as the customer has fully met the payment obligation. If a payment fails or no valid and current payment method is stored in the online account, SMATRICS is entitled to refuse the customer charging under this contract until successful payment or until a valid and current payment method has been stored.
- 5. Contract components and amendments**
- 5.1. SMATRICS is entitled to amend the contract vis à vis customers who are consumers within the meaning of the Austrian Consumer Protection Act (KSchG). Changes to the items "Performance description," "Other provisions on fees and billing," and "Contractual penalty and blocking of online access" are, however, only permissible if they exclusively benefit the customer, or with the express consent of the customer, or due to corresponding statutory or official requirements.
- 5.2. Amendments will be communicated to the customer in writing. If the customer notifies SMATRICS in writing within two weeks of notification that he/she does not accept the amendment, the contract ends on the last day of the month following a two week period after receipt of the objection. If the customer does not object within this period, the new contract becomes effective at the time stated in the notice, which may not be earlier than the date the notice was sent. The customer will be separately informed in the written notice of the consequences of his/her behaviour and of the legal effects. In the event of objection, the customer remains obliged to fulfil all obligations arising until termination of the contract.
- 5.3. Changes to contact information (e.g., 24h customer hotline, addresses, contacts, bank details) and other information required for contract processing and named in the contract are not changes to the contract. Such changes may be communicated to the customer in writing. Changes of roaming partners or their tariffs are likewise not changes to the contract.
- 6. Charging Stations**
- 6.1. SMATRICS reserves the right, for economic and/or technical reasons, to change the number and location of public SMATRICS charging stations and the SMATRICS roaming partners.
- 6.2. The customer is only entitled to use a free bay/stand for the purpose of charging a vehicle. Blocking charging stations or bays is prohibited. Reservations are only permitted by SMATRICS.
- 6.3. SMATRICS is entitled to terminate the charging session remotely and to unlock plugs or sockets of charging stations remotely if no charging is taking place or the charging regulations are not observed.
- 6.4. The customer must comply with the following charging regulations:
- 6.4.1. The road traffic regulations, parking and traffic rules must be observed.
- 6.4.2. Die Straßenverkehrsordnung, die Park- und die Verkehrsordnungen sind einzuhalten.
- 6.4.3. The parking bay at the charging station must be vacated at the latest 15 minutes after the end of the vehicle's charging session and must not otherwise be used for purposes other than intended.
- 6.4.4. The SMATRICS charging instructions must be followed.
- 6.4.5. Charging stations, charging cables and any seals attached to the charging station must not be damaged. The customer must report any damage to the charging stations, charging cables or seals to SMATRICS without delay.
- 6.4.6. Charging cables at charging stations must be handled so that they do not pose a danger to other persons or property. In particular, a cable permanently attached to the charging station must be properly stowed in the device provided for this purpose after the charging session.
- 6.4.7. SMATRICS assumes no liability for the customer's cables, connectors, adapters, etc. Furthermore, SMATRICS provides no warranty for proper charging function when nonstandard cables, connectors, adapters, etc. are used.
- 6.4.8. Customer passwords for the V Go mobile app must be kept secure. The customer must ensure that the customer password and account is used exclusively by the customer for the vehicle.
- 6.4.9. Charging stations may only be used by the customer during the posted opening hours. Use outside opening hours is not permitted and is at the customer's own risk.

7. Other provisions on fees and billing

- 7.1. All stated fees are gross prices (including the applicable VAT), unless expressly stated otherwise.
- 7.2. Not included in the stated fees are other taxes, levies, surcharges, fees, contributions or other costs which inevitably arise in connection with performance of the contract and which SMATRICS is or will be obliged to incur or bear pursuant to statutory or official provisions (such as costs arising from the Federal Energy Efficiency Act). SMATRICS is entitled to charge these costs to the customer — regardless of their existence/amount at the time of contract conclusion.
- 7.3. Promotional, bonus or starter credit granted free of charge is not payable in cash. Unless otherwise specified for the respective promotion, such credit lapses upon termination of the contract. Unless otherwise agreed, promotional credit is used first when services are consumed, followed by paid or deposited credit.
- 7.4. The customer is not entitled to set off claims against SMATRICS with his/her own claims. The right of consumers within the meaning of the KSchG to extinguish their liabilities by set off remains unaffected in the event of SMATRICS' insolvency or for counterclaims that are legally related to the consumer's liability and have been judicially established or acknowledged by SMATRICS.
- 7.5. For invoices of more than EUR 400.00 gross, SMATRICS reserves the right to require the customer to provide a verifiable billing address. If invoice and delivery address differ, SMATRICS may require an additional verification or the choice of another payment method to prevent misuse.

8. Contractual penalty and blocking of online access

- 8.1. If the customer breaches the limitations of scope agreed in clause 3, SMATRICS is entitled, in addition to the applicable charging fees incurred, to collect three times the network fee applicable for the chosen tariff (contractual penalty). If the chosen tariff does not include a network fee, the contractual penalty under this point is EUR 10.00. The contractual penalty shall be credited against any claim for damages by SMATRICS.
- 8.2. If the customer breaches the restriction of scope in clause 3, SMATRICS is entitled to block the online access via the V Go mobile app and the SMATRICS website until the contractual penalty has been paid. SMATRICS will inform the customer immediately before blocking the online access and indicate under which conditions, in particular payment of the contractual penalty under

point 8.1, the online access via the V-Go mobile app and the SMATRICS website will be restored.

9. Customer data, consent to email communication

- 9.1. The customer is obliged to inform SMATRICS in writing without delay of changes to his/her company name, name, address, billing address, bank details, telephone number, email address and, in the case of vehicle bound contracts: information on the contractual vehicle, as well as any other data required for contract processing. Notices and declarations by SMATRICS to the customer may be validly made to the customer data (address and/or email address and/or fax number) most recently communicated to SMATRICS by the customer.
- 9.2. The customer agrees to receive notices/declarations/invoices from SMATRICS in electronic form at the email address provided by the customer. The customer waives delivery in paper form by post or fax.

10. Liability and Damages

- 10.1. Liability for gross negligence or intent is unlimited. SMATRICS' liability for slight negligence is — with the exception of personal injury — limited to EUR 1,500 per damage event. Liability of SMATRICS for consequential damages, loss of profit, loss of interest, production failures, operational downtime and for all indirect damages is — except for customers who are consumers within the meaning of the KSchG — also excluded. These rules also apply to the conduct of vicarious agents. Grid operators, telecommunication service providers and electricity suppliers are not vicarious agents of SMATRICS. SMATRICS therefore also does not assume liability for overvoltages transmitted from the power grid.
- 10.2. Claims for damages — with the exception of claims by customers who are consumers within the meaning of the KSchG — expire one year after the date on which the injured party became aware of the damage and the injuring party.
- 10.3. Any interference with SMATRICS' electrical installations is prohibited. SMATRICS is not liable for damages caused by abusive or improper use of the installations and devices or by manipulation of SMATRICS provided devices by the customer or third parties. Liability for damages due to wallboxes, installations and devices is excluded for the period after termination of the contract.
- 10.4. The customer is responsible for the technical safety of the cables, sockets, adapters and intermediate pieces

used by him/her. Only parts that comply with the technical safety standards may be connected to the SMATRICS charging station.

- 10.5. SMATRICS accepts no liability for abusive use of the authorization methods or passwords by unauthorized persons.

11. Force Majeure

- 11.1. If one or both contracting parties are wholly or partially prevented from fulfilling the contract due to force majeure, the obligations that cannot be fulfilled due to force majeure shall be suspended until the obstacles, faults or disruptions and their consequences have been remedied. The contracting parties are obliged to notify each other without delay in an appropriate manner of known cases of force majeure and to inform each other about the foreseeable duration and extent of the impediment to performance. Force majeure includes in particular disruptions or maintenance of the power grid, telecommunications infrastructure, official orders and other circumstances which the non performing contracting party cannot be held responsible for.

12. Final provisions

- 12.1. SMATRICS is entitled to assign this contract with all its rights and obligations to VERBUND AG, Am Hof 6a, 1010 Vienna, or to VERBUND Energy4Customers GmbH, Erdberger Lände 26a, 1030 Vienna. The customer hereby already consents to such assignment of the contract.

- 12.2. Amendments or supplements to this contract must be made in writing in order to be legally effective. This also applies to the waiver of the requirement of written form or changes to the requirement of written form. Declarations by the customer by email to v-go@smatrics.com and by SMATRICS to the customer's most recently provided email address satisfy this written form requirement.

- 12.3. Failure to assert rights — even over a longer period — does not mean that SMATRICS has waived their assertion for the future or the past (not even implicitly).

- 12.4. The place of jurisdiction for all disputes arising from this contract is the court with subject matter jurisdiction for Vienna, Innere Stadt. For actions against customers who are consumers within the meaning of the KSchG, the place of jurisdiction is the consumer's place of residence, habitual residence or place of employment in accordance with § 14 KSchG.

- 12.5. Austrian substantive law shall apply exclusively, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods and the non mandatory conflict of law rules of private international law; renvoi is excluded. For consumers this choice of law shall apply only insofar as it does not deprive the consumer of the protection granted by mandatory provisions of the law of the state in which the consumer has his/her habitual residence.