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E.ON ENERGIAMEGOLDÁSOK KFT  
GENERAL TERMS AND CONDITIONS  
OF ELECTROMOBILITY SERVICE  
AND  
PRIVACY NOTICE

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**E.ON Energiamegoldások Korlátolt Felelősségű Társaság** (registered address: 1134 Budapest, Váci út 17; company registration number: 01-09-729313) "**E.ON**")

## **PREAMBLE**

- (A) E.ON provides forward-looking, complex, modern and convenient services, and supports the spread of environmentally conscious electric vehicles. E.ON offers a complete range of electromobility services, including the sale, installation and continuous operation of charging equipment for electric vehicles, as well as the provision of electromobility services.
- (B) E.ON hereby draws the attention of the User to the fact that the electromobility service provided by E.ON can only be used in accordance with these General Terms and Conditions after they are accepted by the User in the Application; therefore the following General Terms and Conditions **should be read thoroughly and carefully**.

## **1. DEFINITION OF TERMS**

1.1 For the purpose of these General Terms and Conditions, the terms below shall have the following meanings:

1.1.1 "**Application**" shall mean the drivE.ON software operated by E.ON, which the User can download and run on appropriate Android or iOS devices (minimum software version: Android 6.0, iOS 11). The User can have access to the functions of the drivE.ON IT platform, log in to their User Account, book a charger or cancel a booking, as well as start and finish a charging session in the Application.

1.1.2 "**GTC**" shall mean these General Terms and Conditions for electromobility services, which shall be deemed to be the general contract terms and conditions pursuant to Section 6:77 of Act V of 2013 of the Civil Code of Hungary. This GTC shall form an integral part of the Contract concluded for the use of the Service.

1.1.3 "**E-charger**" or "**E-chargers**" shall mean the charging equipment as well as the devices and tools required for the installation and operation of the charging equipment.

1.1.4 "**Emobility Service Provider**" is the person who provides Emobility service to the Users. According to this GTC E.ON is the Emobility service provider..

1.1.5 "**Fee**" shall mean the consideration payable to E.ON for providing the e-mobility service as set out in this GTC.

1.1.6 "**User**" shall mean any natural or legal person who uses an e-mobility service and charges a Vehicle and uses the Service through the Application.

1.1.7 "**User Account**" shall mean the account that can be accessed on the platform by Users after registration to view their personal data, the GTC and the User's profile including: (i) name; (ii) billing address; (iii) phone number; (iv) email address; (v) billing data (payment ID, charging station, date, charging details); (vi) vehicle type;.

1.1.8 "**Vehicle**" shall mean any vehicle that is powered by an electric engine, which is equipped with an electric power transmission system and which is driven primarily by an electric engine powered by an on-board energy storage system that can be recharged externally.

- 1.1.9 **"Vehicle accessories"** or **"Cable"** shall mean all additional equipment required for charging the Vehicle, especially the charging cable if it is necessary for using the Service.
- 1.1.10 **"Affiliate"** shall mean any person that is either directly or indirectly supervised by another person (through one or more intermediaries), supervises another person, or is supervised jointly with another person.
- 1.1.11 **"Contributors"** shall mean the suppliers, employees, subcontractors and agents used by E.ON to provide the Service.
- 1.1.12 **"Civil Code"** shall mean Act V of 2013 of Hungary on the Civil Code.
- 1.1.13 **"Contract"** shall mean a specific Contract made between the User and E.ON for charging the Vehicle on an ad hoc basis.
- 1.1.14 **"Service"** shall mean the services set out in Section 3 of this GTC.
- 1.1.15 **"Notifications according to the fulfilment of the Contract"** means any notification sent by E.ON to the User according to the fulfilment of the Contract or GTC, to any legal provisions in connection with GTC and the Contract Service, customer service, obtain consent of data processing and updating.
- 1.1.16 **"Recharging Station"** shall mean a specific location with at least 2 Chargers.
- 1.1.17 **"Charger"** shall mean a specific charging equipment.
- 1.1.18 **"Recharging Point"** shall mean the charging connection points (with the connection type specified) at a particular charging column.
- 1.1.19 **"Operator"** is the CPO the Charger at the location in accordance with applicable standards and laws and is responsible for the safety of the Recharging station and the Chargers.
- 1.1.20 **"Force Majeure"** shall mean any event or combination of events beyond the control of the Party concerned, which cannot be prevented or overcome by the Party acting with due care despite reasonable preparation, and which restricts or impedes compliance with the provisions of this GTC. A Force Majeure event shall include, but is not limited to: natural disaster, earthquake, fire, epidemic, drought, frost, flood, windstorm, lightning; certain social or political events, such as war, revolution, insurrection, sabotage, closure of a transport route (airport); specific government measures: import-export bans, foreign exchange restrictions, embargo, boycott; serious malfunctions, malfunctions beyond the control of the Party concerned (such as vandalism), systematic and ad hoc internet or power outages, system malfunctions that cause major user disruption, and radical market changes that render the performance of the Contract impossible, unless the latter arise at the defaulting Party and are attributable to this Party.
- 1.1.21 **"E.ON website"** shall mean the Internet site at [www.eon.hu/driveon](http://www.eon.hu/driveon), which only includes information to help users.
- 1.2 The annexes to this GTC form an integral part of these General Contract Terms and Conditions. If there is a discrepancy between the text of this GTC and a given annex, the text of the given annex shall prevail.

## 2. SCOPE OF THE GTC, PARTIES TO AND EXECUTION OF THE CONTRACT

- 2.1. This GTC applies to E.ON as a CPO and emobility service provider of the electric Recharging Station and to the User.
- 2.2 This GTC shall enter into force on the first calendar day following its publication and shall remain in force until it is revoked.
- 2.3 This GTC is available to the User via the Application and shall become binding for the User after the User has accepted it. After downloading the Application, the User will receive information during registration and will become aware of and can expressly accept the most important provisions of the GTC, as well as those that may be different from common practice.
- 2.4 E.ON is entitled to unilaterally modify this GTC, of which E.ON shall notify the User via e-mail within 30 days prior to entry into force of the change. The fact and the content of the change shall be made available to the User through E.ON's website and the Application. A summary of the changes and the effective date of the change, as well as the modified provisions shall be published by E.ON on its website. If, after entry into force of the amendment, the User wants to use the Service, the User must accept the amended provisions upon first login through the Application.
- 2.5 This GTC sets out the terms and conditions governing the Contract and the use of the Service. The Parties to this Contract shall be E.ON and the User. After downloading the Application and registration (which includes the acceptance of the GTC) the User enters into an ad hoc Contract with E.ON for using the Service by starting the charging session and the payment process and selecting the relevant option. The ad hoc Contract is created for charging one (1) Vehicle at the E.ON Recharging Point without any written contract form.

### **3. OBJECT OF THE CONTRACT: ELECTROMOBILITY SERVICES**

- 3.1 E.ON operates an E-charging network in Hungary for its Service. The list of Chargers can be accessed via the Application. E.ON provides Emobility service at the listed Chargers to the Users to charge their Vehicles under the provisions set out in this GTC and the Contract for a fee.
- 3.2 E.ON provides a map of the Chargers and a search function in its Application, which includes all Chargers operated by E.ON and the relevant information detailed in section 3.2.2.– Information of Chargers operated by third person are accessed in the Open Charge Map database in the Application, but E.ON assumes no liability for these data.

#### **3.2.1 The Map View and Search display the following information:**

- i. the Recharging stations sorted by their distance from the User, including the name an address of the charging stations;
- ii. the type of connectors;
- iii. booking information for Chargers operated by E.ON;
- iv. a route planning option with the route planner selected on the User's device.

#### **3.2.2 The Charger datasheet contains the following:**

- i. serial number to identify the Charger and the Recharging point;
- ii. the function for starting the charging session and booking;
- iii. a photo about the environment of the E-charger;

- iv. for Chargers operated by E.ON, additional information and functions for busy chargers (requesting notification on the expected time of the charger becoming available again);
- v. access options;
- vi. adding the Charger to favorites;
- vii. operating hours;
- viii. the Fee for charging;
- ix. the emobility service provider.

### 3.3 The User Account

3.3.1 After the GTC is accepted, E.ON creates a User Account for the User, which makes available to Users the charging and more different functions to customize the Application. To take full advantage of the personal User Account, Users will need to sign up by following these steps:

- i. downloading the Application;
- ii. enabling positioning;
- iii. enabling notifications;
- iv. accepting the terms of use of the Application;
- v. providing registration information: (i) email address; (ii) phone number; (iii) billing information;
- vi. accepting the GTC;
- vii. accepting privacy notices and declarations;
- viii. making a marketing statement;
- ix. the User will receive a link via email and shall create a password. From this point, the User can log in with their own data and start using the Service.

3.3.2 VIRTIA or E.ON Drive Appl registered User can use the Application with their existing registration after the following steps:

- i. accepting the GTC;
- ii. accepting privacy notices and declarations;
- iii. giving the billing information;
- iv. making a marketing statement.

### 3.4 Charging via Application

3.4.1 On every Chargers is a written notice how the charging session could be started. After establishing a (physical) connection between the Vehicle and the Charging point the User can start a charging session, via the Application in their User Account. The Application will confirm in each case if the launch of the charging session was successful.

3.4.2 The User has the opportunity to indicate how long it is expected to recharge the Vehicle. This information will be shown to other Users on the data sheet of the Charger. E.ON assumes no liability for any information given here; E.ON only forwards these information between the Users.

3.4.3 During charging, the User receives information about the time of charging, the amount of kWh and the fee (which is HUF 0 at the time of entry into force of the GTC). The User can

finish charging via Application. After charging is stopped, the Application closes the charging session, finalizes and sums up the elapsed time and provides information on the charging session based on the final data given by the charger, which serves as a basis for payment.

- 3.5. The User has the option to book a selected Charger for 30 minutes, provided that it was shown as available on the Charger's data sheet. If a booking is in progress, no booking or charging session can be started for another Recharging Point. A booking in progress can be canceled at any time without any additional consequences or time limit. However, if a booking expires and the User does not start the charging session, the booking will be deemed canceled. If a User makes undue use of the booking opportunity, i.e. they do not start the charging session as booked, they unduly deprive other Users from the opportunity of charging. The Application will sum up the canceled bookings and after the 3<sup>rd</sup> canceled booking in a particular month, E.ON will withdraw the User's right for booking for 1 month.
- 3.6 E.ON enables the Users to chat with each other anonymously during the charging session, but maximum up to 180 minutes after the end of the charging session in relation with the Service (i.e.: booking, expected charging time). The User can turn off the chat function before the charging session. E.ON does not moderate or store the chat and cannot be held liable for the content of the chat.

#### **4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

- 4.1 E.ON ensure proper operation of the Chargers and shall provide the e-mobility services in accordance with applicable regulations. E.ON shall provide information on the location, availability and technical parameters (maximum charging capacity and supported connection) of the Chargers to Users via its Application. However, E.ON calls the User's attention to the fact that the actual charging capacity depends on the type and properties of the Vehicle connected, the type of the Cable, the charge level of the battery and similar parameters of the other Vehicles using the Charging Station.
- 4.2 E.ON shall maintain a Customer Service for Users. The contact details of the Customer Service shall be clearly displayed on each E-Charger. The Customer Service can be accessed directly from the Application by pressing a button. The User can report the errors detected by them at the Customer Service but must report any malfunction or damage.  
The Customer Service shall accept requests from Users in 0-24 hours on every day of the week (either in words or in writing) at the following contacts:  
Phone number: 06 80 200 879  
Email: [info.driveon@eon.hu](mailto:info.driveon@eon.hu)  
Mailing address: E.ON Ügyfélszolgálati Kft. 7602 Pécs, Pf: 197.
- 4.3 E.ON cannot be held liable for the consequences of any breach of the provisions of the GTC by the User, in particular, if such a breach arises from improper use of the Service or the User's conduct, or from a breach of any rules or regulations accepted by the User.
- 4.4 E.ON will not be liable for any direct or indirect damages, including lost profits and consequential damages, arising from any misuse of the Service. E.ON cannot be held liable for technical malfunctions, e.g. electrical, internet or computer network failure, nor can it be held liable for any damage resulting from the use or malfunction of the Application or from the deletion of any part or content of the Website.
- 4.5 The Service Provider is entitled to perform segmentation (*profiling*) for the purposes detailed in Annex 1 based on the data created and collected in accordance with this GTC.

- 4.6 E.ON is entitled to send any notification according to the fulfilment of the Contract without any direct consent from the User. E.ON is allowed to send a Notification according to the fulfilment of the Contract, and it does not need any to specific consent for processing data, because they are not commercials.

## **5. RIGHTS AND OBLIGATIONS OF THE USER**

- 5.1 The User is obliged to comply with this GTC and fulfil the payment. To be able to pay the User must have a Visa, a MasterCard or an AmericanExpress credit card with sufficient funds to pay the Fee.
- 5.2 The User is liable that the Service will be used only with a Vehicle and a Cable that are suitable for the intended use and comply with the standards currently applicable to the Vehicle and its Accessories. The User is liable for any damage resulting from not observing these regulations.
- 5.3 The User must be aware of the fact that the Chargers use high voltage, which can be used solely and exclusively for charging the Vehicles defined in Section 1.1.7 in accordance with the terms of operation and use issued by the manufacturers of the Chargers and the Vehicle. The User is responsible for the proper use of the Charger, the Vehicle and Vehicle Accessories. E.ON may not be held liable for intentionally or negligently improper use, nor for any damage the User may have sustained due to improper use, including the provisions specified in Section 4.4.
- 5.4 The User shall ensure and check before every charging session that the technical conditions of the Vehicle and the Vehicle Accessories are suitable for starting the charging session. If the Cable is not a part of the Charging Point, the User shall provide the Cable and verify its certificate, as well as its proper technical condition. If the User detects any damage of Charger, the charging session may not be started and the User must report the problem at the phone number displayed on the Charger or via the Application so that E.ON can start to fix the error.
- 5.5 The User must comply with the provisions of 1/1975 joint KPM-BM Regulation (Highway Code) and the prevailing local parking rules. In case the Charger is located in a paid parking area or in a private area that can be used for a fee, the local parking rules and charges will apply at the time of charging. The User shall leave the parking space within 10 minutes after the charging session has been completed or the Cable has been disconnected, and the parking space cannot be used for any additional parking.
- 5.6 The User are allowed to use of the Services only via the Application. The User must have a sufficiently charged Android or iOS device running an Android or iOS operating system (minimum software version: Android 6.0, iOS 11) and must have Internet connection during the charging session.
- 5.7 The User shall be liable for any breach of the provisions of this GTC. The User shall be exempted from this liability if the User can prove that the breach of contract was caused by an unforeseeable circumstance beyond their control and the User could not have been expected to avoid this circumstance or prevent the damage.
- 5.8 The User warrants that the data provided during registration or during the use of the Service are accurate and correct at all times. The User is obliged to respect the principles of honesty and good conduct and is liable for any misuse of the Application.

## **6. PAYMENT OF FEES**

- 6.1 The User shall pay a Fee for the Service in accordance with Annexes 2 and 3 of the GTC. The currently applicable fees are contained in the GTC, of which E.ON shall provide information both on its Website and in the Application. Until E.ON makes a different business decision, the User is entitled to use the Service free of charge. However, E.ON reserves the right to charge a fee for its Service, of which E.ON must notify the User in accordance with the rules governing the amendment of the GTC. In this case, the User is entitled to either terminate the Contract or use the Service if they accept the amended terms and conditions upon first login via the Application.
- 6.2 The method of payment of Fees and billing is provided in Annex 3 of the GTC.

## **7. NOTIFICATIONS**

- 7.1 Unless otherwise provided by this GTC, the Parties shall maintain business relations electronically via the email address registered by the User and/or through the Application. Any letter sent electronically must be deemed as an official statement made by E.ON. The Parties may not claim that e-mail communication between them or between either of the Parties and third parties does not meet the requirements of written documents in regard to email messages that comply with the provisions of the Contract, in particular, in court or in dealings with particular authorities. In case of dispute, the sender must prove that a particular email message was not sent by the sender or was sent with different content than what was received. The Parties state that they consider the email system used by them secure.
- 7.2 The User is entitled to make and send any and all contractual statements electronically to the [info.driveon@eon.hu](mailto:info.driveon@eon.hu) email address.

## **8. WITHDRAWAL, TERMINATION, CANCELLATION**

- 8.1 The User is entitled to withdraw from the GTC without giving a reason within 14 days after enter into force of the GTC, or, if the provision of the Service has already started, the User is entitled to terminate the GTC and the Contract within 14 days after entering into force of the GTC.
- 8.2 The User is not entitled to withdraw from the Contract within 14 days if they have already used the Service, regarding that E.ON started to provide the Service with the express prior consent of the User and that the User has acknowledged that they will lose the right of notice after the Service has been provided.
- 8.3 The Parties are entitled to terminate the GTC in writing with a 30-day notice. The User can send their statement of termination to the email address specified in Section 7.2 and will be entitled to delete their User Account.
- 8.4 E.ON is entitled to terminate the GTC with a 10-day notice if the User has been inactive (the User has not logged in to their User Account or the User has not initiated a charging session) for 12 months. E.ON shall send a notice to the User via email prior to termination. If the User initiates a new transaction before termination takes effect, the User Account will not be deleted and the GTC remain in force between the Parties.

## **9. BREACH OF THE CONTRACT**

- 9.1 The User shall be responsible for compliance with the provisions of the GTC. If E.ON or a third party sustains any damage as a result of a breach of the provisions of the GTC, the User may be held liable for such damage.

9.2 In case of material breach of the Contract and GTC, E.ON is entitled to terminate the Contract and the GTC and delete the User's Account with immediate effect. The following examples shall constitute a material breach of contract:

- (i) damage, vandalism;
- (ii) breaching the 5.6 point;
- (iii) unauthorized access to and use of the Application, stealing data from the Application, unauthorized modification of the operation of the system or an attempt to do any of the above;
- (iv) intentional improper use of the Charging Station;
- (v) if the User has an outstanding debt to E.ON exceeding 60 days arising from this GTC.

9.3 E.ON cannot be held liable for breach of the provisions of the GTC, if E.ON's contractual performance has been prevented or rendered impossible due to the measures ordered by national or international authority, the Government of Hungary or any other agency, authority entitled by the Hungarian Government or Parliament.

## **10. COMPLAINT MANAGEMENT**

10.1 The User can send their comments and complaints in connection with the Service to E.ON to [info.driveon@eon.hu](mailto:info.driveon@eon.hu) via email, report them at 06 80 200 879 by phone or by regular mail. E.ON shall start the investigation of the complaint immediately upon verbal notification, otherwise within 15 calendar days, and shall send a meaningful reply to the User within 30 days at the latest. If E.ON is unable to complete the technical investigations for detecting the problem or obtain the expert opinions and information necessary for assessing the complaint within this period, E.ON cannot be held responsible for the delay.

10.2 If the User disagrees with the answer given to their complaint, they can initiate proceedings at the Budapest Court of Arbitration (address: H-1016 Budapest, Krisztina krt. 99; Customer Service phone number: 06-1-488-2131; email: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)) for complaints applying to the creation, validity, legal effects and termination of the GTC, as well as to the breach of contract and its legal consequences, or the User may take the case to court in accordance with the rules of civil procedure. The User shall attempt to settle the dispute directly with E.ON before proceeding of the Budapest Court of Arbitration

10.3 E.ON shall not be obliged to respond to any anonymous or resubmitted complaint that has been previously considered and answered.

10.4 The User agrees that E.ON will use any data (including, for example, IT data) related to the Service, as well as surveillance camera recordings, when necessary, to resolve the complaint.

## **11. GENERAL PROVISIONS**

11.1 The User shall not be responsible for any additional cost against E.ON in connection with the device used for communication between the absent parties to create the Contract and the GTC. The costs incurred in this context shall be borne by each Party.

11.2 E.ON uses administrative and IT security controls to protect the security of its IT systems and prevent external and internal data loss. E.ON has an information security policy in place regarding the procedure for possible data processing incidents.

- 11.3 E.ON states that it does not have a code of conduct under Act XLVII of 2008 of Hungary on the Prohibition of Unfair Commercial Practices against Consumers.
- 11.4 E.ON has the right to assign its rights and obligations under the Contract and the GTC to any third party, either by transferring the Contract or by assignment, provided that the successor agrees to operate the E-chargers and provide the Service in accordance with the provisions of the Contract and the GTC. By accepting the GTC, the User give prior consent to any transfer affecting the GTC and/or the Contract.
- 11.5 E.ON is entitled to use Contributors for meeting any of its obligations under the GTC, including for example operation, repair, maintenance, customer service and customer support services in connection with installation and guarantee. E.ON is liable for the performance of the Contributors as if E.ON has acted on its own behalf.
- 11.6 The E.ON brand name or logo can not be used without E.ON's prior consent.
- 11.7 This Contract shall be governed by the rules of Hungarian law, especially Act V. of 2013 of Hungary on the Civil Code; Act I. of 1988; Government Decree 243/2019. (X. 22.) on certain issues of electronic charging services and the Government Decree 45/2014. (II.26.).

**By accepting the General Terms and Conditions and using the e-mobility service, the User acknowledges that they have read and understood the provisions of the General Terms and Conditions and that they shall be bound by these provisions.**

Budapest, ... June 2020

#### ANNEXES

- Annex 1: Privacy Notice  
Annex 2: Fees and tariffs  
Annex 3: Payment of fees, billing

## Annex 1

### DATA PRIVACY NOTICE

*(Data processing in connection with the performance of E.ON's e-mobility contract and online payment by credit card in E.ON's e-mobility application using OTP SimplePay)*

- 1. Data Controller:** the controller means the legal person, which, individually or jointly with others, determines the purposes and means of the processing of personal data. In the context of this data privacy notice ("**Notice**"), **controller means E.ON Energiamegoldások Kft** (seat: 1134 Budapest, Váci út 17; registration no.: 01-09-729313; e-mail address: [adatvedelem@eon-hungaria.com](mailto:adatvedelem@eon-hungaria.com), website: [www.eon.hu](http://www.eon.hu)) ("**Controller**"). This Notice shall be applied in data processing by the Controller based on legal obligation and in accordance with the performance of the contract to which the Data Subject is party. Data Subject. Personal data are any information relating to an identified or identifiable natural person ("**Data Subject**"); an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier or to one or more factors specific of that natural person. Some of the data processed by the Controller are personal data.
- 2. Basis for the processing:** in particular, Article 6 (1) point (b) of Regulation (EU) 2016/679 of the European Parliament and of the Council ("**GDPR**") (processing data is necessary for the performance of a contract) and point (c) (processing is necessary for compliance with a legal obligation), as well as point (f) (legitimate interests of the Controller); Section 6:77 of Act V of 2013 of Hungary on the Civil Code ("**Civil Code**"); Section 169 of Act CXXVII of 2007 of Hungary on Value Added Tax ("**VAT Act**"); Section 169 of Act C of 2000 of Hungary on Accounting ("**Accounting Act**") and Section 2 of Government Decree 243/2019. (X. 22.) on certain issues of electronic charging services ("**E-mobility decree**"). The details of processing activities for each data processing purpose are presented below.
- 3. Personal data processed:** the Controller processes covered by this privacy Notice are listed in the table below. The Controller may use segmentation (*profiling*) for the personal data created and collected under the contract signed by the Data Subject and the Controller to support its business portfolio management, develop its products and services, measure and improve customer satisfaction, improve processes and organise events. The Controller has not implemented and does not operate a decision-making process based on automated data processing; thus, segmentation shall not result in a unilateral decision that would have a legal effect on or significantly affect the Data Subject. During segmentation, the Controller shall use data relevant for a specific purpose; for example, segmentation may occur due to an event (the Data Subject has used a service in the given period or contacted Customer Support in connection with their contract), based on contract data (e.g. based on the amount of electricity consumed by the Data Subject), based on the geographic distribution of Data Subjects, or based on demographic data.

**Payment by a mobile device:** Please note in relation to data processing in mobile payments that in respect of the information contained in row 2 of the table in this Notice, E.ON Energiamegoldások Kft shall act as Controller for the data provided and stored in *E.ON's e-mobility application*. OTP Mobil Kft shall be considered a Data Processor in respect of such transferred data when the user is redirected to the SimplePay platform.

When during mobile payment you are redirected to the OTP SimplePay application, OTP Mobil Kft shall act as an independent Controller in regard to the personal data provided there that are necessary for payment by credit card. E.ON Energiamegoldások Kft shall not perform any data processing, data collection or other data processing activities in connection with payment by credit card, nor shall E.ON Energiamegoldások Kft have access to such personal data. During payment by credit card, you will be redirected to OTP's Mobile SimplePay secure payment site ("**OTP SimplePay**"). Payment shall be made directly on the site operated by OTP Mobil Szolgáltató Kft ("**OTP Mobil Kft**") in accordance with the rules and security regulations of international card companies.

Upon redirection, the Controller's online customer support shall transfer the data contained in row 2 of the table in this Notice to the operator of OTP SimplePay, OTP Mobil Kft. The purpose of the data transfer is to provide customer support to users, perform fraud-monitoring activities, confirm transactions and protect users.

Please note that the operator of the OTP SimplePay site, OTP Mobil Kft shall act as an independent Controller in regard to the personal data provided on the OTP SimplePay site. The personal data provided on the OTP SimplePay site shall be accessible only to OTP Mobil Kft. The information you need to provide on the OTP SimplePay site for successful payment includes: (i) credit card number; (ii) name of the credit card holder; (iii) the credit card's expiration date; (iv) the CVC/CVV code associated with the credit card, which you enter as a security code in a closed system for successful payment.

After successful payment, OTP SimplePay will redirect you to E.ON's online support page. After payment, E.ON Ügyfélszolgálati Kft. will send You a confirmation email containing the following information about the payment: (i) your user ID; (ii) your name; (iii) your account number; (iv) the amount on the invoice; (v) account type; (vi) the date and time of payment; (vii) the total amount paid.

4. **Period for which the personal data will be stored:** below we present the duration of data processing broken down by each processing purpose.
5. **Security of processing:** the Controller maintains IT security regulations to ensure the security of personal data of the Data Subject, that describes the conditions and principles of security of processing. Access to personal data is restricted according to authorisation management level by the Controller and the processor. Employees of Controller and processor have right to access the data defined by the Controller and processor, in pre-defined terms, according to their authorisation stages.

In order to ensure the security of IT systems, the Controller shall use firewalls to protect the IT systems as well as antivirus and virus scanning software to prevent external and internal data loss. The Controller shall also make sure that incoming and outgoing electronic communications are properly controlled to prevent abuse. The Controller shall have the above-mentioned information security policy in place for managing potential data processing incidents. The Controller protects the IT systems with firewall for IT security and uses anti-virus programs to avoid internal and external loss of data. During the coordinated IT security actions, there is a special focus on: (i) operation and development security; (ii) avoiding leakage of data; (iii) business continuity; (iv) protection against malicious codes; (v) secure storage, transmission and processing of data; (vi) protection of entry and access; (vii) avoiding unentitled access; (viii) handling incidents; and (ix) training on information security of our employees. The personal data of the Data Subject are protected by based on risk assessment. High profile security actions and protective solutions are used to protect the personal data of the Data Subject during its whole lifetime. The Controller took steps to control outgoing and incoming electric communication to avoid abuse. The procedure of incident management is also included in IT security regulations. As the Controller, so the processor handle and define the personal data as confidential information.

6. **Data Processor:** a natural person or legal entity that processes personal data on behalf of the Controller. The following companies act as data processors ("**Processor**") in regard to your personal data:
  - **E.ON Ügyfélszolgálati Kft.** (seat: 1134 Budapest, Váci út 17; registration no.: 01-09-873382; e-mail address: [adatvedelem@eon-hungaria.com](mailto:adatvedelem@eon-hungaria.com), website address: [www.eon.hu](http://www.eon.hu)), which performs customer service activities and tasks related to customer protection proceedings.
  - **E.ON Hungária Zrt.** (seat: 1134 Budapest, Váci út 17; registration no.: 01-10-043518, e-mail address: [adatvedelem@eon-hungaria.com](mailto:adatvedelem@eon-hungaria.com), website: [www.eon.hu](http://www.eon.hu)), which provides legal, marketing and communication support to the members of the E.ON Hungária Group, and operates an internal audit, compliance, and abuse investigation system. As data processor, E.ON Hungária Zrt shall, during the performance of these central functions, have access to all personal data managed by the Controller that are required for legal advice, enforcing rights or investigations conducted by the internal audit department, Compliance and Abuse Investigation.
  - **E.ON Digital Technology Hungary Kft.** (seat: 1134 Budapest, Váci út 17; registration no.: 01-09-677830, website address: [www.eon.hu](http://www.eon.hu)), which operates the Controller's IT systems.
  - **E.ON Gazdasági Szolgáltató Kft.** (seat: 9027 Győr, Kandó Kálmán u. 11-13; registration no.: 08-09-014052), which performs data processing tasks related to the operation of the E.ON Hungária Group's central filing system, thus having access to all personal data that have been provided in writing (in contracts and written communications) to the Controller, and also supports activities related to the procurement of equipment.

- **OTP Mobil Kft.** (seat: 1143 Budapest, Hungária krt. 17-19., ; registration no.: 01-09-174466; email address: [ugyfelszolgalat@otpmobil.com](mailto:ugyfelszolgalat@otpmobil.com); website address: [www.otpmobil.hu](http://www.otpmobil.hu)) shall act as data processor in respect of the data provided by E.ON Energiamegoldások Kft.
- **VIRTA Ltd.** (Liikennevirta Oy, Business ID FI 25,889,862 Energiakuja 3 FI-00180 Helsinki, Finland) develops the e-mobility backend system (Virta backend) operated by the Controller.
- **Attrecto Zrt.** (9024 Győr Wesselényi u. 6; registration no.: 08-10-001846) develops the e-mobility application operated by the Controller (EON's e-mobility application front-end system).

In addition to the above companies, the current list of additional data processors used by Controllers can be found on the E.ON website at: [www.eon.hu/adatvedelem](http://www.eon.hu/adatvedelem).

7. **Data Subject rights and right to appeal:** the Data Subject may apply to the Controller for the following: (i) information about processing their personal data; (ii) rectification of their personal data; (iii) erasure or restriction of their personal data, except if data processing is obligatory; (iv) in some cases, the Data Subject is entitled to data portability; and (v) the Data Subject may object to the handling of their personal data.

The Controller shall inform the Data Subject according to legal regulations in the response period provided therein. Data Subject is entitled to request an investigation of the National Authority for Data Protection and Freedom of Information (<http://naih.hu>, 1530 Budapest, Pf.: 5; phone: + 36-1-391-1400; fax: + 36-1-391-1410; email: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) in case of infringement of data protection regulation or if there is a material possibility of a breach. Data Subject is entitled to apply the court in case of infringement of personal rights, Data Subject may bring the case to court at the place where they live or are domiciled.

We suggest submitting complain to the Controller before any of the steps mentioned above. The Controller has to inform the Data Subject without any unreasonable delay about the complaint, request or information about data processing. The deadline to respond can be extended pursuant to complexity and number of these requests, complaints and information. The Controller will inform the Data Subject about extending the time to respond and its reasons. If the Data Subject submits the request online, the answer must be electronic, except the applicants request to receive the response in a different manner. If the Controller does not take any actions pursuant to the request, it must inform the Data Subject without delay, but not later as legally prescribed period, about the reasons for this and the right to submit complaint or lodge a claim at the court. The name and contact details of the contact person (data protection officer) of the Controller for privacy issues can be found at <http://www.eon.hu/adatvedelem>.

8. **Miscellaneous:** this Notice in force is available at <http://www.eon.hu/adatvedelem> website and at E.ON's Customer Service offices. The Controller reserves the right to modify this Notice unilaterally for the future. The Data Subjects shall be informed of the changes via the Controller's website.

Name and purpose of data processing	The legal basis for processing	The scope of processed data	The period for which personal data will be stored	Persons/entities given access to personal data
<b>Execution, performance and amendment of the e-mobility contract</b>	Processing personal data based on legal obligation and contract (Section 6:77 of the Civil Code; Section 7.§ (2) €, (f), (l); (3); 11.§ of the E-mobility Decree and the GDPR Article 6 (1) (b) and (c))	(i) name; (ii) billing address; (iii) phone number; (iv) email address; (v) the fact and date of acceptance of the GTC; (vi) the fact and date of acceptance of privacy notices and declarations; (vii) identification data (username, password, token ID ); (viii) billing information (payment ID, charging station, date, charging details); (ix) charging data (charging stations used, charger type, charge type, time, location, quantity, frequency); (x) vehicle data (type, charger type ).	8 years after termination of the contract	(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of Data Processors dealing with the administrative process, administrative support and control.
<b>OTP SimplePay payment details in E.ON's e-mobility application</b>	Contract-related data processing (Section 6:77 of the Civil Code; Section 7.§ (2) €, (f), (l); (3); 11.§ of the E-mobility Decree and GDPR Article 6 (1) (b))	(i) name; (ii) country; (iii) phone number; (iv) email address; (v) billing information (payment ID, charging station, date, charging details).	8 years after termination of the contract	(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of Data Processors dealing with the administrative process, administrative support and control.
<b>Performance and support of billing activities in regard to an e-mobility contract</b>	Processing personal data based on legal obligation and contract (Section 6:77 of the Civil Code; Section 7.§ (2) €, (f), (l); (3); 11.§ of the E-mobility Decree and the GDPR Article 6 (1) (b) and (c))	(i) name; (ii) billing address; (iii) phone number; (iv) email address; (v) the fact and date of acceptance of the GTC; (vi) the fact and date of acceptance of privacy notices and declarations; (vii) identification data (username, password, token ID ); (viii) billing information (payment ID, charging station, date, charging details); (ix) charging data (charging stations used, charger type, charge type, time, location, quantity, frequency); (x) vehicle data (type, charger type ).	8 years after termination of the contract	(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of Data Processors dealing with the administrative process, administrative support and control.

Name and purpose of data processing	The legal basis for processing	The scope of processed data	The period for which personal data will be stored	Persons/entities given access to personal data
<b>Liaising with customers with an e-mobility contract</b>	Contract-related data processing (Section 6:22 of the Civil Code and GDPR Article 6 (1) (b))	Data Subject: (i) name; (ii) phone number; (iii) email address.	1 year after termination of the contract	(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of Data Processors dealing with the administrative process, administrative support and control.
<b>Management of arrears and debts in regard to an e-mobility contract</b>	Processing personal data based on legal obligation and contract (Section 6:77 of the Civil Code; Section 2 of the E-mobility Decree and the GDPR Article 6 (1) (b) and (c))	The debtor's data: (i) name; (ii) mother's maiden name; (iii) place and date of birth; (iv) address; (v) details of the bills with a debt.	2 years in accordance with the limitation period. For acknowledged debts, 5 years in accordance with the limitation period	(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of Data Processors dealing with the administrative process, administrative support and control.
<b>Assignment of contractual rights and obligations arising under an e-mobility contract</b>	Processing personal data based on legal obligation and contract (Section 6:77, 6:193.§, 6:196.§ of the Civil Code; Section 7.§ (2) €, (f), (l); (3); 11.§ of the E-mobility Decree and the GDPR Article 6 (1) (b) and (c))	The Data Controller as Assignor shall transfer the data necessary for assignment to the Assignee through a closed system. The Assignee shall replace the Data Controller based on the assignment. The Data Controller as Assignor shall provide prospective Assignees with the opportunity to purchase the portfolio ("Portfolio") in a package. After the successful transaction, the personal data affected by the assignment shall be transferred, such as: (i) name; (ii) mother's maiden name; (iii) place and date of birth; (iv) address of the obligor; (v) details of the bills with a debt. If additional information is required and the Assignor is available, the Assignor shall transmit the necessary information to the Assignee.	Until the portfolio is transferred.	(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of Data Processors dealing with the administrative process, administrative support and control.

Name and purpose of data processing	The legal basis for processing	The scope of processed data	The period for which personal data will be stored	Persons/entities given access to personal data
<b>Supporting business portfolio management, developing products &amp; services, measuring and improving customer satisfaction and improving processes</b>	<p>Legitimate interest of the Controller (GDPR Article 6 (1) (f)) and performance of the contract made by the Controller and the Data Subject (GDPR Article 6 (1) (b)).</p> <p>In some cases, data processing may involve segmentation (<i>profiling</i>).</p>	<p>(i) name; (ii) billing address; (iii) phone number; (iv) email address; (v) the fact and date of acceptance of the GTC; (vi) the fact and date of acceptance of privacy notices and declarations; (vii) identification data (PIN, username, password, token ID); (viii) billing information (payment ID, charging station, date, charging details); (ix) charging data (charging stations used, charger type, charge type, time, location, quantity, frequency); (x) vehicle data (type, charger type).</p>	<p>During the life of the contract or for 1 year after termination of the contract</p>	<p>(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of the Data Processors who deal with the administrative process, administrative support, and control; (iii) market research conducted by a third-party Processor under a separate contract.</p>
<b>Event organization</b>	<p>Legitimate interest of the Controller and performance of the contract made by the Controller and the Data Subject (GDPR Article 6 (1) (b) and (f)).</p> <p>In some cases, data processing may involve segmentation (<i>profiling</i>).</p>	<p>(i) name; (ii) address; (iii) email address; (iv) phone/mobile number; (v) name of the employer; (vi) accommodation and boarding information in connection with the event; (vii) photographs taken at the venue of the event</p>	<p>For 1 year after the event</p>	<p>(i) Employees of the Controller dealing with event organization, administrative processes, administrative support and control; (ii) employees of Data Processors dealing with administrative processes, administrative support and control.</p>

Name and purpose of data processing	The legal basis for processing	The scope of processed data	The period for which personal data will be stored	Persons/entities given access to personal data
<b>Obtaining consent to data processing, providing privacy information and updating consent to processing</b>	Legitimate interest of the Controller (GDPR Article 6 (1) (f))	(i) name; (ii) address; (iii) email address.	During the life of the contract or for 1 year after termination of the contract	(i) Employees of the Controller dealing with data protection, marketing, administrative processes, administrative support and control; (ii) employees of Data Processors dealing with administrative processes, administrative support, and control; (iii) the third-party Data Processor supplying the information under a separate contract.
<b>Sending information to the Data Subject</b>	Legitimate interest of the Controller (GDPR Article 6 (1) (f)); Section 6 (4) of Act XLVIII of 2008)  The Data Subject may also separately object to receiving the privacy notice.	(i) name; (ii) address; (iii) email address.	Scope of the contract	(i) Employees of the Controller dealing with administrative processes, administrative support and control; (ii) employees of Data Processors dealing with administrative processes, administrative support, and control; (iii) the third-party Data Processor supplying the information under a separate contract.

**Annex 2:  
FEES AND TARIFFS**

1. The Fee for the use of the e-mobility service is: HUF 0.
2. E.ON reserves the right to charge a Fee for the Service, of which E.ON must notify the User in accordance with the rules applicable to the amendment of the GTC. In this case, the User is entitled to either terminate the Contract or use the Service if they accept the amended terms and conditions upon first login via the Application.

**Annex 3:**  
**PAYMENT OF FEES, BILLING**

1. PAYMENT OF FEES

- 1.1 If, as a result of using the Service, the User is obliged to pay a fee, they can make this payment to E.ON by credit card.
- 1.2 Prior to starting the charging session, the funds available for charging must be verified. In doing so, OTP Mobil Kft will reserve HUF [amount determined by E.ON in case of payment] via the SimplePay system on the User's credit card when Charging (Payment) is initiated and will provide feedback on it to the User. During payment, the User will be redirected to the OTP Mobil SimplePay secure payment site and payment will be made directly on the site operated by OTP Mobil Szolgáltató Kft ("OTP Mobil Kft") in accordance with the rules and security regulations of international card companies. As the service provided by OTP Mobil Kft is not subject to this GTC, the User is required to review and accept the terms of use of the service in order to use this payment service. E.ON assumes no liability for the use of services provided by OTP Mobile Kft.
- 1.3. When the User finishes charging, the unused part of the amount reserved under point 1.2 will be released and only the actual Fee of charging will be debited, i.e. deducted. E.ON informs the User about the exact amount paid, the amount of energy delivered and other details of the transaction on a summary screen in the Application as well as on the invoice.
- 1.4 If the charging initiated by the User reaches the amount initially reserved pursuant to Section 1.2, the charging session will automatically stop.
- 1.5 In case (e.g. timeout, interruption, lack of funds) the amount specified in Section 1.2 cannot be reserved, E.ON will notify the User based on the data provided by OTP Mobil Kft, and the charging session will not start.
- 1.6 OTP Mobil Kft as the operator of the OTP SimplePay site shall act independently in regard to the personal data provided on the OTP SimplePay site. The personal data provided on the OTP SimplePay site shall be accessible only to OTP Mobil Kft.
- 1.7 By accepting the GTC, the User acknowledges that the following personal data stored by E.ON Energiamegoldások Kft (1134 Budapest, Váci út 17.) as Controller in its user database at [www.eon.hu/driveon](http://www.eon.hu/driveon) will be transferred to OTP Mobil Kft (1143 Budapest, Hungária krt. 17-19., River Park, K30. épület II.;) as data processor. The range of data transferred by the Controller include the following: email address, billing information. The nature and purpose of data processing activities performed by the data processor can be found in the SimplePay Privacy Policy at the following link: <http://simplepay.hu/vasarlo-aff>

2. BILLING

- 2.1 If the User has made a successful credit card payment, E.ON will send an electronic invoice to the User's e-mail address containing the following information : (i) the User ID; (ii) the User's name; (iii) the number of the invoice; (iv) the amount of the invoice; (v) the type of the invoice; (vi) the date and time of payment; (vii) the total amount paid, as well as any additional information required by law to be disclosed.