

## ΔΙΑΣΥΝΔΕΔΕΜΕΝΟ ΣΥΣΤΗΜΑ ΔΙΑΧΕΙΡΙΣΗΣ

Τίτλος	<b>e-charge Service Agreement</b>			
Είδος Εγγράφου <b>Έντυπο</b>	Κωδικός <b>E-Z-003</b>	Έκδοση <b>1η έκδοση</b>	Ημερομηνία <b>13 Σεπτεμβρίου 2022</b>	Σελίδα <b>1 από 11</b>

### Electricity Authority of Cyprus e-charge Service Agreement

This e-charge Service Agreement was made on ...../..... /.....

between

the **Electricity Authority of Cyprus (Non-Regulated Activities Unit)**, a Legal Entity of Public Law, established under article 3 of the Electricity Development Law, Cap. 171, with address at 11 Amfipoleos Street, 2025, Strovolos, Nicosia, for the purposes of this Agreement acting as an Administrator of Publicly Accessible Charging Stations, in accordance with the provisions of article 15 of the Promotion and Development of Alternative Fuels Infrastructure Law of 2017, Law 59(I)/2017 and to which all non-regulated activities of EAC, as defined in the Regulatory Decision 04/2014 on the Operational Unbundling of the Activities of EAC and in the Decisions of the Cyprus Energy Regulatory Authority (CERA) no. 265/2017 and 05/2019, (hereinafter referred to as the “**e-charge Service Provider**”), on the one hand

and on the other:

Mr/Mrs/Ms ..... (Full name), with ID No. .... and e-charge card No.: ..... (if applicable), with address at ..... street and contact details: mobile phone number ....., email: ....., (hereinafter referred to as the “**Customer**”).

Hereinafter collectively referred to as the “Contracting Parties” or “Parties”.

**The following are agreed upon and concluded under this Agreement:**

#### 1. Definitions

“**EAC**” means the Electricity Authority of Cyprus which was established under article 3 of the Electricity Development Law, Cap. 171 and for the purposes of this Agreement is the e-charge Service Provider through the Non-Regulated Activities Unit.

**“Alternative fuels”** means fuels or power sources which serve, at least partly, as a substitute for fossil oil sources in the energy supply to transport and which have the potential to contribute to its decarbonisation and enhance the environmental performance of the transport sector. They include, inter alia:

(a) electricity,

(b) hydrogen,

(c) biofuels as defined in the Promotion and Encouragement of the Use of Renewable Energy Sources Law,

(d) synthetic and paraffinic fuels,

(e) natural gas, including biomethane, in gaseous form (compressed natural gas - CNG) and liquefied form (liquefied natural gas - LNG), and

(f) liquefied petroleum gas (LPG).

**“Electric vehicle”** means a motor vehicle equipped with a powertrain containing at least one non-peripheral electric machine as energy converter with an electric rechargeable energy storage system, which can be recharged externally.

**“e-charge card”** is the card issued by the E-charge Service Provider to the Customer with an RFID tag, which the Customer can use to charge electric vehicles, after its activation, and it is connected to the Customer’s account.

**“Customer account”** means the account created for each Customer, upon signing this Agreement, which is credited by the Customer with money, debited when using the charging station and linked to the Customer’s e-charge card.

**“Charging station”** means an interface capable of charging one electric vehicle at a time or an installation for the physical exchange of a battery of an electric vehicle.

**“e-charge service”** means the service provided by the EAC through the Non-Regulated Activities Unit to the Customer, for charging an electric car at a Charging station, with an approved charging capacity: 1 to 43 kW AC and 50 kW DC.

## 2. Scope of Agreement

This Agreement is concluded for the provision of electric vehicle charging service to the Customer, in accordance with the terms and conditions contained herein governing the relationship between the e-charge Service Provider and the Customer.

## 3. Duration

3.1. The Contracting Parties agree that this Agreement is valid from the date of its signing, until its termination by the Customer or the e-charge Service Provider, as provided in the terms hereof.

- 3.2. In the event that the Customer maintains an existing contractual relationship with the EAC for the provision of the e-charge service, this Agreement fully replaces the initial Electricity Supply Agreement and extends its term until its termination, as provided in the terms hereof.

#### **4. e-charge Service Provider Obligations**

- 4.1. The e-charge Service Provider may provide information to the Customer about the locations of the Charging stations, through the websites <https://myeac.etrel.com/> and [www.eac.com.cy](http://www.eac.com.cy), as well as through the e-charge Mobile App.
- 4.2. The e-charge Service Provider may offer charging services with electricity as an alternative fuel for charging an electric vehicle using the e-charge card at the Charging stations of the e-charge Service Provider throughout Cyprus.
- 4.3. The e-charge Service Provider offers the e-charge cards through the EAC Customer Service Centres and in the future will be offered through the websites <https://myeac.etrel.com/> and [www.eac.com.cy](http://www.eac.com.cy) of the e-charge Mobile App. The charges related to the e-charge card are provided in term 6 “Prices and Charges”.
- 4.4. The e-charge Service Provider, confirms the Customer’s order and arranges for the delivery of the RFID card to the Customer.

#### **5. Customer Obligations**

- 5.1. The Customer is obligated to ensure that charging starts and ends properly and that the Charging station is suitable for the electric vehicle being charged. Furthermore, the Customer may not use the charging stations if they indicate an error message or if they appear damaged or defective.
- 5.2. The Customer is responsible for the registration, use and termination of the e-charge card, as well as for ensuring adequate balances.
- 5.3. By registering on the e-charge Service, the Customer provides an email address to the e-charge Service Provider and obtains a password to connect to his/her charging account. The Customer is responsible to keep his/her password safe, not to disclose it to third parties and not to save it in electronic or printed form, in a manner where it cannot be accessed by third parties without authorization.
- 5.4. The Customer is obligated to follow the instructions and restrictions within the e-vehicle parking spots at the Charging station, as they are specified at each station.
- 5.5. It is the Customer’s responsibility to inform the e-charge Service Provider in case it goes into Administration and/or Liquidation (in the case of a legal entity) or he/she is declared Bankrupt (in the case of a natural person) or if any insolvency proceeding is filed against the Customer.

## 6. Prices and Charges

- 6.1. Prices and charges for the e-charge service are posted online at: <https://myeac.etrel.com/> and/or [www.eac.com.cy](http://www.eac.com.cy).
- 6.2. The Customer acknowledges and accepts that it is his responsibility to check the prices and charges for the e-charge service before beginning the process of charging an electric vehicle.
- 6.3. The price of the connection fee including the e-charge card is €25.00 (twenty-five euros) per card and the amount is charged on the first invoice.  
  
In case of theft or loss of the card, its replacement is charged with €5.00 (five euros) plus V.A.T. in the subsequent invoice. If, at the discretion of the e-charge Service Provider, the replacement of the e-charge card is required due to physical damage, then the replacement is free of charge.
- 6.4. The e-charge Service Provider reserves the right to modify prices and charges, including default interest, which will be posted online at: <https://myeac.etrel.com/> and/or [www.eac.com.cy](http://www.eac.com.cy), by providing twenty (20) days prior notification to the Customer.
- 6.5. The Customer during his registration and connection to the e-charge Service must pay a deposit amount of €30.00 (thirty euros) per e-charge connected card to his account. This deposit amount will be credited to the customer account and refund after e-charge service termination since customer has arrange all his obligations as described in the present agreement.

## 7. Payments

- 7.1. The invoicing of the e-charge service is activated at the end of the next month following the month of registration the e-charge service and the invoice will be sent in electronic form.
- 7.2. Payment can be made as follows:
  - 7.2.1. By debit or credit card or cash payment at the EAC Customer Service Centres or
  - 7.2.2. Online through the [jccsmart.com](http://jccsmart.com) web portal
- 7.3. In case that the credit of the e-charge card is not possible, the e-charge Service Provider can send to the Customer an invoice for the use of the e-charge Service in electronic form.
- 7.4. Customers must pay the e-charge Service Provider within fifteen (15) days from the date of issuance of the invoice. Delay in repayment may result in the payment of legal interest decided by the e-charge Service Provider and adjusted at the e-charge Service Provider's discretion.
- 7.5. Customers can receive information regarding the e-charge service, such as checking the use of charging stations, after logging in to their personal accounts.

## 8. Limitation of liability

- 8.1. The e-charge Service Provider is not liable for any damage and/or loss and/or cost that the Customer may incur due to the use of the e-charge service, in the event where, the vehicle that the Customer is charging at the Charging station is not an electric vehicle suitable for electric charging and/or the Customer uses unsuitable and/or dangerous tools, such as power converters, adapters or cables, which do not comply with the provisions of the applicable Legislation.
- 8.2. The Customer is obligated to indemnify the e-charge Service Provider in the event of any direct damage and/or loss and/or cost to the equipment and/or property of the e-charge Service Provider, due to negligence and/or act and/or failure and/or poor and/or inadequate and/or improper use of the Charging station by the Customer and/or in case the vehicle that the Customer is charging at the Charging station is not an electric vehicle suitable for electric charging and/or the Customer uses unsuitable and/or dangerous tools, such as power converters, adapters or cables, which do not comply with the provisions of the applicable Legislation.
- 8.3. The e-charge Service Provider is obligated to indemnify the Customer in the event of any immediate damage and/or loss and/or cost to the Customer's property, due to the negligence and/or act and/or omission of the e-charge Service Provider in relation to the Charging station. The e-charge Service Provider is not liable for indirect damage and/or loss, such as loss of income and loss of profit, unless the damage is proven to have been caused by the gross negligence of the e-charge Service Provider.
- 8.4. The Customer is responsible for any unauthorized use of the e-charge Service either through a log in to his account or through the use of the e-charge card. In the event that the Customer suspects and/or notices unusual and/or dubious use of his/her account and/or believes that his/her account has been used by an unauthorized person, the Customer is obliged to inform the e-charge Service Provider immediately.
- 8.5. In case of loss and/or theft of the e-charge card, the Customer is responsible to inform the e-charge Service Provider, immediately to deactivate the e-charge card. If the e-charge Service Provider is not immediately notified as aforesaid, the Customer is responsible to compensate the e-charge Service Provider for the unauthorized use of the e-charge Service. In case of loss and/or theft of the e-charge card, the Customer is obliged to purchase a new e-charge card, if he/she wishes to continue receiving the e-charge Service.
- 8.6. The e-charge Service Provider is responsible for carrying out all reasonably expected actions to provide the e-charge Service and in the event that the Customer prepaid or paid for an e-charge Service that was not provided, the e-charge Service Provider has the responsibility to compensate the Customer.
- 8.7. The e-charge Service Provider is not responsible for the continuous and uninterrupted provision of Customer information through the website <https://myeac.etrel.com/> and the [www.eac.com.cy](http://www.eac.com.cy) and/or the termination of the e-charge Service in case the e-charge Service Provider during the termination period had every reason to believe that the termination was carried out correctly and fairly and/or in case the e-charge card of the Customer was lost and/or was stolen and/or used incorrectly and/or improperly by a third party.

## 9. Intellectual property

- 9.1. The e-charge Service Provider and its affiliates (including the companies that supply the e-charge Service management software) retain all respective intellectual property rights in relation to the e-charge Service and electronic data.
- 9.2. This Agreement does not transfer any rights and/or ownership of the e-charge Service to the Customer and the Customer has no right to modify the website and/or its content unless the software allows for such alteration.
- 9.3. The Customer has a limited, non-transferable and non-exclusive right to access and use his/her account for the e-charge Service and to use the software for the purpose of providing the e-charge Service.

## 10. Confidentiality

- 10.1. The Contracting Parties recognize and agree that any information exchanged under this Agreement, in any form, whether designated by the Contracting Parties as confidential or not, will be collectively referred to as "Confidential Information" revealed or disclosed orally or in writing, in electronic or other form, by any Contracting Party to the other Contracting Party or transferred or exchanged between them, shall remain the property of the Contracting Party which makes such disclosure or makes such transfer.
- 10.2. The Contracting Parties are obliged to:
  - 10.2.1. keep all Confidential Information private and confidential, using at least the same degree of care that they would normally use in protecting their own confidential information of a similar nature and not disclosing any such information to any third party, except as expressly permitted by this Agreement for the performance of its scopes.
  - 10.2.2. not use or permit the use of such Confidential Information for any other purpose, in whole or in part, except as expressly permitted by this Agreement, except to the extent that such further use is previously specifically authorized in writing by the Contracting Party that holds and discloses such information.
  - 10.2.3. not to copy or cause the copying of such Confidential Information, in whole or in part, for any disclosure thereof, either indirectly or directly to any third party, except to the extent expressly permitted by this Agreement for the performance of its scopes.
  - 10.2.4. not disclose such Confidential Information, in whole or in part, to any person who does not need to receive such information for the purposes of this Agreement.
- 10.3. The protection of any Confidential Information under this Agreement shall not and will not extend to any information which the receiving Party may prove, upon the written request of the disclosing Contracting Party, that:
  - 10.3.1. at the time of disclosure was, or was subsequently made public, not due to error or negligence on the part of the receiving Party, or

- 10.3.2. received by the Contracting Party lawfully from a third party with full disclosure rights, or
  - 10.3.3. was already in the unrestricted possession of the Contracting Party receiving such information on the date of receipt of such information under this Agreement, as evidenced by written documents in the files of the receiving Contracting Party, or
  - 10.3.4. has since become known or developed in good faith regardless of the Contracting Party that received such information without making use of the Confidential Information of the Contracting Party which disclosed it, or
  - 10.3.5. has been published or is published without the infringement of this Agreement, or
  - 10.3.6. if the receiving Party has a legal obligation to disclose such information because of any laws, regulations, rules, court order or other requirement of any government or authority or part thereof, always meaning that the disclosing Party shall give such prior notice; that this is permitted by applicable law, and the Contracting Party receiving it shall do everything in its power to limit such disclosure.
- 10.4. The Contracting Parties agree that their obligations regarding the Confidential Information will apply during the continuation of their relationship as well as indefinitely after the end or termination of the relationship, in any way that has arisen.

## **11. Personal Data Protection**

- 11.1. For the purposes of complying with the provisions of Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), hereinafter referred to as “GDPR”, as well as the Law providing for the Protection of Natural Persons with regard to the Processing of Personal Data and for the Free Movement of such Data of 2018 (L.125(I)/2018), any personal data collected by the e-charge Service Provider and shall be processed for the purposes of the management and execution of this Agreement, or for the satisfaction of the obligations arising from the applicable national Legislation, on the basis and in accordance with the provisions of the GDPR Regulation and shall be stored for the duration of this Contract and after its termination for a period not exceeding what is defined in the Personal Data Protection Policy of the Electricity Authority of Cyprus, which is can be found online at: [www.eac.com.cy](http://www.eac.com.cy).
- 11.2. By signing this Agreement, the Customer gives his/her free, specific, explicit and fully informed consent to the EAC to collect, store and processes Customer Personal Data, in accordance with the EU General Data Protection Regulation 2016/679 and the national legislation in force, as amended from time to time.
- 11.3. The e-charge Service Provider, as the Data Controller, informs the Customer that it will collect, store and process Customer Personal Data in electronic or printed form, for the period needed for the execution of this Agreement. Personal data is all data provided by the Customer to the e-charge Service Provider and includes, among others, name, identity and/or passport number and/or foreign citizen number, telephone, fax, postal address, e-mail address and business address, V.A.T. number and IBAN details.

- 11.4. The e-charge Service Provider will process the above Personal Data solely for the purposes of providing the e-charge service, to study and process a request, to prepare the Customer's profile, for optimum Customer service, to conclude the Agreement, for the Customer's information and for research and statistical analysis.
- 11.5. The Customer agrees that the provision of Personal Data concerning him/her is a legal and/or contractual obligation and/or a requirement for the conclusion of an agreement and/or the consideration of any request.
- 11.6. The e-charge Service Provider may transfer the Customer Personal Data, only if necessary, to associates, for lawful purposes and/or to competent authorities for purposes of compliance with the Law and the e-charge Service Provider may especially transfer Customer Personal Data to its external partner (Data Processor) provided by the software program for the operation of the charging stations and its subcontractors, provided that all the conditions specified in the GDPR are met.
- 11.7. The e-charge Service Provider informs the Customer that he/she has the right to update, access, correct or modify, erase (Right to be Forgotten), restrict processing, notification, data portability, object to processing, the right to Non-automated individual decision making, the right to file a complaint to the Commissioner for Personal Data Protection and the right to withdraw his/her consent for the processing of Personal Data at any time. The revocation of the Customer's consent does not affect the legality of the processing based on his/her consent of before its revocation. In the event that the e-charge Service Provider as a Data Controller has a legal interest in retaining the Customer's Personal Data, the Customer's request for their revocation and/or erasure may not be accepted.
- 11.8. The Customer has access to the Personal Data Protection Policy of the Electricity Authority of Cyprus, i.e. the e-charge Service Provider, at any time, which is available online at [www.eac.com.cy](http://www.eac.com.cy) .
- 11.9. The Customer has the right to address any request / question to the Data Protection Officer at the following addresses: EAC Data Protection Officer, PO Box 24506, 1399 Nicosia or [dataprotection@eac.com.cy](mailto:dataprotection@eac.com.cy) .

## 12. Termination

- 12.1. This Agreement may be terminated by either Party upon prior written notice of one (1) month, which must be sent to the postal or e-mail address of the other Contracting Party. In the event that a Contracting Party terminates this Agreement in breach of the one (1) month notice period, the Party not at fault may claim reasonable damages.
- 12.2. The e-charge Service Provider may terminate this Agreement unilaterally and refuse the Customer to use a Charging station, in case the Customer:
  - 12.2.1. fails to make any payment within fifteen (15) days from the date of issue of the invoice (due date), or initiates any debt collection procedure against the Customer
  - 12.2.2. is put into Administration and/or Liquidation (in the case of a legal entity) or he/she is declared Bankrupt (in the case of a natural person) or if any insolvency proceeding is filed against the Customer; or



12.2.3. uses the e-charge Service in violation of the provisions of this Agreement.

12.3. If the performance of this Agreement is suspended as a result of events, acts or accidents referred to in term 16 "Force Majeure", for a period of more than two (2) months, any Contracting Party may legally terminate this Contract, after giving written notice to the other Contracting Party.

12.4. Termination of this Agreement does not affect any rights and/or existing legal consequences in connection with the billing and/or debt collection process under this Agreement, and/or the rights of the Contracting Parties in relation to the provisions stated hereof and particularly in relation to the terms relating to Intellectual Property, Confidentiality, Personal Data Protection, Limitation of Liability and Governing Law.

### **13. Amendment**

13.1. This Agreement may be amended by mutual written agreement between the Contracting Parties.

13.2. The Agreement may also be amended by the e-charge Service Provider, by providing a prior written notice of at least thirty (30) calendar days to Customer, before the amendments take effect.

13.3. The Contracting Parties acknowledge and understand that the electric vehicle sector is evolving very rapidly. Amendments may be made without limitation in order to adapt the e-charge Service or the terms of this Agreement to new or improved technologies, devices, standards, Legislation, policies or to appropriate technical, informational, administrative, business, operational or other relevant procedures. If the Customer does not agree to the changes in the terms and conditions, the Customer has the right to terminate the Contract.

### **14. Assignment**

The e-charge Service Provider may assign the rights and obligations arising from this Agreement, by providing a prior written notice of at least thirty (30) calendar days to the Customer, before the assignment takes effect.

### **15. Severability**

If one or more terms of this Agreement, or any document enforced in connection with this Agreement, are void, unlawful or unenforceable in any way under applicable law, the validity, legality and selectivity of the remaining terms of this Agreement will not be affected in any way.

### **16. Force Majeure**

16.1. Any delay in the performance or omission of this Agreement by any Contracting Party shall not constitute a breach of the Agreement, if and as long as the delay and/or omission is due to any events, acts or accidents beyond the reasonable control of the affected Party (force majeure), including but not limited to, government acts or omissions or regulatory requirements, natural

disasters, pandemics, epidemics, earthquakes, floods, fires, storms, torrential rains, hurricanes, wars, hostilities and military or terrorist acts, revolutions, military or political mutinies, riots, or political unrest and disputes, strikes, labour disputes, layoffs or factory closures, failures or destruction of public services, mechanical or electrical damage, or other events beyond the control of the affected Contracting Party.

- 16.2. It is understood that the above applies if and when the affected Party has done everything that is reasonably possible with respect to the performance of its obligations in an alternative manner.
- 16.3. If any of the events, acts or accidents referred to in this term occur, the affected Party shall notify the other Contracting Party in writing as soon as possible.
- 16.4. Any contractual terms or obligations affected by the events, acts or accidents referred to in this term will be suspended for as long as the force majeure persists, and their execution will be extended for a period equal to the duration of those events, acts or accidents.
- 16.5. If the performance of this Contract is suspended as a result of events, acts or accidents mentioned in this term, for a period of more than two (2) months, any Contracting Party may legally terminate this Contract, after giving written notice in this regard to the other Contracting Party.

## **17. Dispute Resolution**

- 17.1. In the event of a dispute between the Customer and the e-charge Service Provider, the Contracting Parties agree to initially seek to resolve the dispute between them.
- 17.2. If the aforesaid attempt fails then the Contracting Party that considers that it has been wronged, may address and use the alternative dispute resolution services of a third party, as provided in the Alternative Consumer Settlement Law of 2017, L.85(I)/2017, which has incorporated the provisions of Directive 2013/11/EU into National Law.
- 17.3. The Contracting Parties may contact the competent Consumer Dispute Resolution Agencies, as announced on the website of the Consumer Protection Service of the Ministry of Energy, Trade, and Industry from time to time:  
<http://www.consumer.gov.cy/mcit/cyco/cyconsumer.nsf/All/9928C44FD27EF38AC2257F16002A4A78?OpenDocument> .

## **18. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the Republic of Cyprus and the Contracting Parties agree that they are subject to the jurisdiction of the Courts of the Republic of Cyprus.

In the presence of the following two witnesses, the duly authorized signatories accept and agree to the above provisions, from the date of commencement of this Agreement:

e-charge SERVICE PROVIDER ELECTRICITY AUTHORITY OF CYPRUS		CUSTOMER	
<i>Signature</i>		<i>Signature</i>	
<i>Name</i>		<i>Name</i>	
<i>Position</i>		<i>Position</i> <i>(If applicable)</i>	
<i>Place</i>		<i>Place</i>	
<i>Seal</i> <i>(If applicable)</i>		<i>Seal</i> <i>(If applicable)</i>	