



# General Terms and Conditions for Using the OMV eMotion app & for Service Provision ('GTC') ('OMV eMotion App')

(valid as of March 2025 for customers based in Romania)

## 1. Subject of the General Terms and Conditions

These General Terms and Conditions (GTC) shall apply between OMV Petrom Marketing S.R.L., having its registered office at 22 Coralilor St., Infinity Building, 1<sup>st</sup> floor, Oval B, 1<sup>st</sup> District, Bucharest, Romania, J1998010637402, RO11201891, email: [emobility.ro@omv.com](mailto:emobility.ro@omv.com), phone no.: +40 (21) 402 22 35 ('OPM'), and the client ('Client')—hereinafter referred to individually as 'Party', and collectively as 'Parties' — regarding the Client's use of the OMV eMotion App (named from now on Application) and the provision by OPM of goods and services to Clients at electric or hybrid vehicle charging stations operated by OPM and third parties, as defined below, within the territory of Romania.

The services offered through the OMV eMotion App include: locating and navigating to charging stations operated by OPM and third parties, details about the charging stations (charging power, usage rate, charging connector fees for electric vehicles), initiating, monitoring, and completing a charging session, payment method via bank card, charging session history, and related invoices.

The Client explicitly confirms during the registration process in the OMV eMotion App ('Registration') that they have read these GTC, acknowledges them as binding, and consents to them. Following the registration and acceptance of the Client's Registration in the App, through a confirmation email sent to the Client by OPM, a framework contract will enter into force governing the use of the OMV eMotion App and the provision of services ('the Contract'), which will be exclusively governed by these GTC and the applied legislation. Any terms and conditions of the Client will only apply if expressly accepted in writing by OPM. This version prevails over any previous versions of the GTC.

OPM reserves the right to unilaterally modify these GTC at any time with effect for the future. Reasons for modifying these GTC include, in particular: (i) a change in relevant legislation or requirements from competent authorities, (ii) a change in external factors affecting OPM's services, including financial or technological changes, or changes in e-mobility (such as technological developments, new versions or improvements of the OMV eMotion App, market growth), (iii) changes in OPM's internal conditions (such as investment costs or new business solutions). The changes to these GTC will be communicated to the Client as follows: the Client will receive information about the proposed changes ('Change Notice'). The GTC provisions affected by the changes and the proposed modifications will be presented in a comparison ('Comparison'). OPM will also publish the Comparison and the full version of the new GTC on its website. OPM will reference this in the Change Notice. The Change Notice and Comparison will be sent to the Client in the OMV eMotion App. The Client will also be informed separately via email to the email address provided by the Client within the OMV eMotion App. The Change Notice and Comparison will be sent to the Client at least one month before the proposed effective date of the changes. The Client's consent to the changes will be deemed granted if OPM does not receive a written objection from the Client and the Client continues to use the OMV eMotion App after the proposed effective date of the changes. OPM will indicate this to the Client in the Change Notice. If, in the event of an objection, no agreement can be reached between the Parties within one month before the announced effective date of the proposed changes, the Contract will be considered terminated as of the effective date of the changes.

The current version of these GTC can be downloaded at <https://www.omv.at/eMotion/general-terms-and-conditions>



The GTC apply to the use of the OMV eMotion App and the provision of services, including, but not limited to, charging electric or hybrid vehicles at publicly accessible charging stations operated by OPM ('**OPM Charging Stations**') and charging stations operated by third parties ('**Third-Party Charging Stations**') available in the OMV eMotion App, collectively referred to as '**Charging Stations**'.

The Charging Station, also known as Electric Vehicle Supply Equipment (EVSE), is a device that supplies electrical energy for recharging electric vehicles (including battery electric vehicles, electric trucks, electric buses, and plug-in hybrid vehicles).

For the purposes of these GTC, Third-Party Charging Stations are charging stations operated by OPM partners, as indicated in the OMV eMotion App.

The Charging Stations operated by OPM may differ from those operated by Third Parties, specifically in terms of the equipment manufacturers used, power, and additional features (such as cable management). Information related to charging duration and the amount of kWh will be provided to the Client at the end of the charging process in the App, under the '**Charges**' section, as well as at the Charging Station.

The location of a Charging Station, as well as the number of its charging points, are displayed in the OMV eMotion App. However, due to technical reasons, the Client may notice discrepancies between the information available in the OMV eMotion App and the actual conditions at the Charging Stations. To provide as extensive a national coverage of Services to its Clients as possible, OPM strives to connect to as many Third-Party Charging Stations that are technically accessible to Clients. However, OPM does not guarantee connectivity to certain charging station networks, nor the achievement or maintenance of specific network coverage in a particular geographic area.

## 2. Goods and Services Available Through the OMV eMotion App

- 2.1. The OMV eMotion App entitles the Client to purchase certain goods and services at the Charging Stations, as defined above.
- 2.2. The goods and services purchased by the Client through the OMV eMotion App at OPM Charging Stations and Third-Party Charging Stations are sold to the Client by OPM.
- 2.3. Charging at the Charging Stations may be subject to additional costs beyond those for the actual charging of vehicles. These costs may include, but are not limited to, infrastructure usage fees, other associated service fees, etc. which will be covered by the Customer separately.
- 2.4. The goods and services are accepted, and the transactions are approved by the Client through the OMV eMotion App.
- 2.5. OPM reserves the right to adjust availability, suspend, or discontinue the offering of certain goods and services through the App and to modify the number of Charging Stations at any time, particularly due to: (i) a change in relevant legislation or requirements from competent authorities, (ii) a change in external factors affecting OPM's services, including financial or technological changes, or changes in e-mobility (such as technological developments or market growth), (iii) changes in OPM's internal conditions (such as investment costs or new business solutions).

## 3. Prices, Account Reconciliation, and Payment

- 3.1. For charging vehicles through the App, the Client will pay the applicable prices and fees for each charging transaction as displayed in the OMV eMotion App at the time of initiating the transaction. These prices and fees reflect the current costs for using the Charging Stations through the App. OPM cannot be held responsible for any price and fee differences between those displayed in the OMV eMotion App and those charged directly by the Charging Stations if the Client chooses to charge their vehicle without using the OMV eMotion App. It is the Client's responsibility to check and accept the prices and fees displayed in the App when using the goods and services offered through the App.



- 3.2. Charging transactions performed at OPM Charging Stations and Third-Party Charging Stations are billed based on the energy consumed (kWh), with the calculation method visible in the OMV eMotion App. OPM has the right to charge kWh rates and fees in accordance with the pricing model chosen and agreed upon by the Client through the OMV eMotion App. The applicable kWh rate and relevant fees are made available in the OMV eMotion App. The rates are gross prices and include applicable taxes, including value-added tax. Any parking fees or usage fees for stopping or parking the vehicle charged by third-party providers are not included in the rates charged through the App. These may be subject to separate terms and conditions set by third-party providers.
- 3.3. Since the use of the OMV eMotion App is limited to individuals and not legal entities, the Client is not entitled to be classified as a taxable person in accordance with Article 38 of the VAT Directive 2006/112/EC. Goods and services purchased by the Client through the OMV eMotion App at the Charging Stations will be invoiced by OPM in accordance with clause 3.2 above. OPM has the right to issue a summary of the goods and services purchased by the Client. Invoices will be sent to the Client in accordance with applicable tax regulations.
- 3.4. The Client expressly confirms, by registering in the OMV eMotion App, that they agree to receive invoices in electronic format only to the extent permitted by applicable legislation. The invoice will be sent to the Client via email and/or will be available for the Client to download in the OMV eMotion App for a period of twelve (12) months. Access to electronic invoices through the OMV eMotion App is free of charge.
- 3.5. Unless otherwise agreed in writing, all payments by the Client to OPM will be made in the currency of the invoice. Payment will be made via bank card on the date of vehicle charging.
- 3.6. The Client will inform OPM within thirty (30) days of receiving an invoice of any objections, errors, or discrepancies on the respective invoice.
- 3.7. If the pre-authorization payment related to the services offered via the OMV eMotion App, by any reasons, include, but are not limited to the cancelling by banking issuers, it's not successfully paid out towards OPM, the Client will be notified and has the obligation to pay the outstanding amounts in 7 days from the day of the notification.
- 3.8. If the Client fails to fully or partially fulfil their payment obligations by using the OMV eMotion App to OPM, OPM has the right to block the Client's OMV eMotion App access (as detailed in clause 5.2 below).

## 4. Use of the OMV eMotion App

- 4.1 The OMV eMotion App is non-transferable and shall only be used by the Client. As explicitly confirmed by the Client upon registration in the OMV eMotion App, the Client is a consumer and will not use the OMV eMotion App in connection with any business, commercial, industrial, production, artisanal, or liberal activity.
- 4.2 The Client may define their login credentials within the OMV eMotion App at their discretion and is obliged to keep the credentials secure and not share them with others.
- 4.3 The Client will be responsible for any fraudulent or unauthorized use of the OMV eMotion App (including cases where the OMV eMotion App access credentials are shared with third parties in violation of these GTC) and will indemnify and hold OPM harmless with respect to all damages, costs, and expenses resulting from such use. If there is a risk that the OMV eMotion App may be used fraudulently or without authorization (including in the case of loss or theft of the OMV eMotion App access credentials), the Client must immediately inform OPM Customer Support by phone, followed by confirmation via email, at the following contact details: phone number +40 (21) 402 22 35, email [emobility.ro@omv.com](mailto:emobility.ro@omv.com). The Client must promptly report any theft or misuse to the competent authorities. The Client will not be held liable for any fraudulent or unauthorized use of the OMV eMotion App that occurs after the respective notification has been received by OPM Customer Support.
- 4.4 The Client is bound to use a valid bank card, ensuring that sufficient funds are available to avoid transaction rejections due to insufficient funds. If the details of the bank card used by the Client to pay invoices from the OMV eMotion App are due to change (e.g., due to expiration), the Client is bound to contact OPM Customer Support in a timely manner to update the details. Furthermore, the Client must immediately notify OPM in writing of any changes to their personal data (e.g., name, address, email address, or bank card



details) or independently update them in the OMV eMotion App in a timely manner. If the Client does not provide a new address or email address, any notifications and data sent to the last known address or email address on file with OPM will be considered validly delivered.

## 5. Validity and Termination of the Contract

- 5.1 The Contract is concluded for an indefinite period of time.
- 5.2 OPM has the right to suspend or refuse any further delivery of goods and services and to block the use of the OMV eMotion App for a Client with immediate effect, without prior notice to the Client, if (i) the Client has not fulfilled their payment obligations by the invoice due date, (ii) there are suspicions of unauthorized or fraudulent use of the OMV eMotion App (including in cases of unusual transaction patterns or changes in the way or extent of the use of the OMV eMotion App), (iii) the Client or the bank card used by the Client is listed on prohibition or sanction lists, or (iv) the Contract is terminated in accordance with clause 5.3 below. The Client shall promptly inform OPM Customer Support by phone, followed by email, if any of the situations mentioned in points (ii) – (iii) arise; otherwise, the Client will indemnify and hold OPM harmless with respect to any damages, costs, and expenses resulting from the failure to fulfil this obligation. The Client must refrain from using the OMV eMotion App in all the above mentioned cases.
- 5.3 Each Party may terminate the Contract without cause with immediate effect, either by the Client through the OMV eMotion App or by contacting OPM Customer Support, or by OPM by sending a notification to the Client through the OMV eMotion App or the email address provided by the Client during registration in the App. In the event of termination, regardless of the reason, all financial obligations of the Client that arose prior to the termination of the Contract remain valid and must be fulfilled by the Client.
- 5.4 The Client may delete their account from the App by contacting OPM and requesting the account deletion via email at [emobility.ro@omv.com](mailto:emobility.ro@omv.com). The Client can also request the deletion of their account directly through the OMV eMotion App by opening the App, logging in, and deleting the account under the 'Cancel my account here' section in Settings. After OPM has completed all invoice checks and any outstanding amounts, if any, and OPM have confirmed they have been paid by the Client, the App account will be deleted. OPM shall not be liable to the Client for any direct or indirect, existing or future, loss associated with the termination, cancellation, or deletion of the account from the App.

## 6. Use of the OMV eMotion App for Charging Electric or Hybrid Vehicles

- 6.1 The OMV eMotion App allows the Client to charge an electric or hybrid vehicle at OPM Charging Stations and Third-Party Charging Stations, as displayed in the OMV eMotion App. The Client's use of the Charging Station is subject to availability, which may be affected by maintenance work, technical failures (e.g., power outages), obstruction of access to the Charging Station, or use by another client. The Client is entitled to use the parking space at the Charging Station location only while charging the vehicle. The vehicle must be parked in such a way that it does not obstruct the use of other charging points located at the Charging Station. After the charging process is completed, the parking space must be vacated immediately by the Client.
- 6.2 Information regarding the address, availability, operating hours, and charging speed of OPM Charging Stations, as well as a charging guide, is available in the onboarding video during the registration process in the OMV eMotion App, and, in some cases, at the Charging Stations. The information provided at Third-Party Charging Stations is not binding, and OPM does not assume any responsibility for the completeness or accuracy of the information provided by third parties.
- 6.3 Before connecting the car to the charging point of the respective charging station, the Client has to perform the steps from the OMV eMotion App related to the pre-authorization and the blocking of the amount from their payment medium (bank card) saved in the OMV eMotion App. After successful pre-authorization of the amount displayed in the OMV eMotion App, the Client must connect the vehicle, following the instructions provided in the App or at Charging Station. The charging process will start after successful pre-authorization and will end when the full amount made available by the Client will be reached. In the situation when, from any reason, the amount of the invoice is smaller than the pre-authorized amount, the positive difference between the amount allocated to the services offered via the OMV eMotion App and the pre-authorized amount, will be refunded to the Client. OPM cannot be made responsible for certain delays or issues with the refunded payments, caused by the processing of the banking institutes. The Client understands that these delays are independent of the OPM will or control. Client will check in advance with their payment medium (bank card) issuer with regards to their conditions of releasing blocked or pre-authorized amounts. A prerequisite is that the Client's



smartphone/tablet has a stable internet connection and maintains an adequate battery level throughout the charging process. OPM expressly emphasizes that the use of mobile data packages may generate costs depending on the terms of the Client's mobile service provider.

- 6.4 The Client must check with their mobile service provider for any potential costs that may arise from data downloads (including roaming charges). The Client must ensure that the vehicle is charged using an appropriate charging cable approved for the charging capacity and must supervise the vehicle's charging process. Depending on the type of charging point, OPM provides Clients with access, via the App, to charge their electric vehicle with alternating current (AC) or direct current (DC). In this context, the Client is warned that, for technical reasons, not all vehicles are compatible with DC charging. It is the Client's sole responsibility to select the appropriate type of charging point for their vehicle.
- 6.5 The use of electricity from the Charging Stations for purposes other than charging an electric or hybrid vehicle by the Client is not permitted. The Client is obligated to indemnify OPM against any third-party claims arising from the misuse of the OMV eMotion App and to compensate OPM for any additional damages caused by the improper use of the OMV eMotion App by the Client.
- 6.6 The contract for the supply of goods and services through the OMV eMotion App is concluded between the Client and OPM at the e-mobility rates applicable to the respective Charging Station at the time of the charging process (as visible in the OMV eMotion App). OPM, directly or through its service partners, will make every effort to ensure the safety and proper operation of the charging stations available to Clients in the OMV eMotion App and the necessary charging tools, in accordance with applicable law.
- 6.7 The Client shall comply with the charging rules and adhere to any additional regulations that may be applicable at the location, particularly the usage instructions for the facilities, traffic, and parking regulations, as well as the internal rules of the location, which may include instructions regarding appropriate behaviour, hours of operation, or access restrictions in certain areas. Unauthorized parking or extended parking may lead to additional costs. The Client will be liable under applicable law for compliance with this provision and will indemnify and hold OPM harmless if any third-party claims are brought in connection with any breach of this provision by the Client. The Client is bound to comply with the latest version of the charging instructions provided by OPM or Third Parties. The Client must handle the Charging Station, including the power line, with care and follow the usage instructions attached to the Charging Station. Each Client using the Charging Station should inspect the charging cable and sockets for any obvious damage. In particular, if damages such as scratches, cracks, white spots, etc., are detected, the charging cable must not be used under any circumstances. The Client must immediately inform OPM of any damage or malfunction related to OPM Charging Stations by calling the service line at +40 (21) 402 22 35. In all other respects, the manufacturer's instructions, if available to the Client, must be followed. The Client is bound to use the Charging Station in such a way that no damage is caused, and third parties are not endangered. Consequently, the Client must ensure a secure connection between the electric vehicle and the Charging Station, park the electric vehicle so that the connection to the Charging Station is as short and safe as possible, and ensure that third parties are not obstructed by the charging cable. The Client is responsible for complying with the applicable technical regulations regarding the vehicle and the charging cable. All electrotechnical protection regulations must be observed. The Client must take all necessary precautions to avoid accidents or damages within their area of responsibility, such as those that may occur due to interruptions in the charging or reconnection process (especially when using adapter devices, etc.). All devices belonging to the Client must be compliant and functional.
- 6.8 OPM undertakes no liability for the culpable behaviour of Third Parties, particularly for errors in data transmission by Third Parties in the eMotion App. Incorrect data transmission by Third Parties does not absolve the Client of their payment obligations to OPM, as indicated in the OMV eMotion App at the time of vehicle charging.
- 6.9 In the event of a breach of contractual obligations by the Client, such as unauthorized use of the OMV eMotion App or the Charging Station's measuring equipment ('electricity theft'), OPM has the right to interrupt the vehicle charging by the Client and to terminate the Contract as provided in clause 5 above, while the Client is obligated to compensate OPM for any damages incurred.

## 7. OPM's Liability and Warranty Exclusion

- 7.1 OPM will only be liable for the proper delivery of goods and services if and to the extent that these goods and services are sold to the Client by OPM in accordance with clause 2.2.; OPM shall not be liable for damages resulting from simple negligence or carelessness, except where explicitly required by law.



7.2 Any liability of OPM for damages or losses (direct or indirect) that the Client incurs (i) in connection with OPM's refusal to continue providing goods or services in accordance with these GTC, (ii) due to or in connection with the blocking of the OMV eMotion App in accordance with these GTC, or (iii) due to the failure of a Charging Station to accept or recognize the OMV eMotion App (regardless of the reason) is excluded.

7.3 In the event of non-conformity of the OMV eMotion App or the goods or services purchased through the OMV eMotion App by the Client, the Client has the undiminished legal warranty rights, including the right to have the OMV eMotion App or the respective goods or services brought into conformity, for example, through an update or defect removal.

7.4 To exercise the Client's warranty rights, the Client can contact OPM Customer Support. The contact details for Customer Support are as follows: Phone number +40 (21) 402 22 35; email address [emobility.ro@omv.com](mailto:emobility.ro@omv.com).

## 8. Miscellaneous

8.1 The Contract will be governed exclusively by Romanian law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, and the rules on conflict of laws.

## 9. RIGHT OF WITHDRAWAL

9.1 If the Client is a consumer under Romanian law, they have the right to withdraw from a distance contract or a contract concluded outside of commercial premises within 14 days without giving any reasons. To exercise the right of withdrawal from this Contract, the Client must inform OPM of their decision to withdraw from the Contract by means of a clear statement (e.g., a letter sent by post or email). To meet the withdrawal deadline, it is sufficient for the Client to send the notification of exercising the right of withdrawal before the withdrawal period expires. The goods and services purchased by the Client through the OMV eMotion App until the withdrawal notice is received by OPM must be paid for and will not be affected by the withdrawal.

9.2 Withdrawal Form Template:

This form should be returned completed only if you wish to withdraw from the contract.

To OMV Petrom Marketing S.R.L., having its registered office at 22 Coralilor St., Infinity Building, 1<sup>st</sup> floor, Oval B, 1<sup>st</sup> District, Bucharest, Romania, J1998010637402, RO11201891; Phone no.: +40 (21) 402 22 35; email address: [emobility.ro@omv.com](mailto:emobility.ro@omv.com).

I hereby inform you (\*) of my withdrawal (\*) from the contract regarding the sale of the following goods (\*)/the provision of the following services (\*)

- ordered on (\*)/received on (\*).

- Name of the consumer,

- Address of the consumer,

- Signature of the consumer (only if this form is notified on paper),

\_\_\_\_\_

— Date

(\*) Delete the unused option, as appropriate.