



General Terms and Conditions (“GTC”) for OMV eMotion App Usage & related Services (“OMV eMotion App”)

(valid as of May 2026)

1. Scope of the General Terms and Conditions (“GTCs”)

These General Terms and Conditions (“GTCs”) shall apply between OMV-International Services Ges.m.b.H., registered with the Commercial Court of Vienna, reg. no. FN 129377k, Trabrennstraße 6–8, 1020 Vienna (“OIS”), and the customer (“Customer”).

Upon registration and acceptance of the Registration by OIS via a confirmation email sent to Customer, a contract governing the use of the OMV eMotion App and related services comes into effect (“Contract”), which shall be governed exclusively by these GTC.

OIS reserves the right to unilaterally amend, at any time, the provisions governing the modalities of invoicing (clauses 4.3 and 4.4.) and payment methods (4.5.) in these GTCs. The Customer shall be informed of such amendments to these GTCs as follows: The Customer will receive information about the proposed amendments (“Amendment Information”). The provisions of the GTCs affected by the amendment and the proposed amendments thereto shall be presented in a comparison (hereinafter “Comparison”). OIS shall also publish the comparison and the complete version of the new GTCs on its website. OIS will refer to this in the Amendment Information. The Amendment Information and the comparison will be sent to the Customer in the OMV eMotion App. The Customer will be informed about this delivery separately by e-mail to an e-mail address provided by the Customer. The Amendment Information together with the comparison shall be sent to the Customer at least three months before the proposed date of entry into force of the changes. The Customer's consent to the amendment shall be deemed to have been granted if OIS does not receive any objection from the Customer latest one month before the proposed date of entry into force of the changes. OIS shall point this out to the Customer in the Amendment Information. If, in the event of an objection, no agreement can be reached between the Parties one month before the announced effective date of the proposed amendments, the Contract shall be deemed terminated by the effective date of the amendments.

The current version of these GTCs can be downloaded at [eMotion App | OMV.com](https://www.omv.com/eMotionApp).

The GTCs apply to the usage of the OMV eMotion App and the charging of electric or hybrid vehicles at publicly accessible charging stations of companies affiliated with OIS (altogether “OMV”) and other OIS partners and at publicly accessible charging stations of OIS roaming partners altogether “Charging Stations”. Charging Station, also known as an electric vehicle supply equipment (EVSE), is a power supply device that supplies electrical power for recharging electric vehicles (including battery electric vehicles, electric trucks, electric buses and plug-in hybrid vehicles).

The difference between the OMV operated Charging Stations and the ones operated by our roaming partners can vary in terms of manufacturers and power as well as additional features (such as cable management). In addition, OIS cannot guarantee the live transmission of time and kWh during the charging process of our roaming partner's operated Charging Stations. In any case, the information related to time and amount of kWh is provided at the end of the charging process.



2. Stations and Roaming Network

The OMV eMotion app allows Customers to charge their vehicle at charging stations operated by OMV as well as roaming partners, i.e. at all Charging Stations displayed in the OMV eMotion app. The location of a Charging Station as well as the number of charging points displayed in the OMV eMotion app may not match reality for technical reasons. The OIS strives to involve as many roaming platforms and charging point operators as possible that are technically accessible via these platforms. However, the OIS does not guarantee the connection to specific roaming platforms or Charging Station networks, or the achievement or maintenance of a specific network coverage in a particular area.

3. Delivery of Goods and Services

- 3.1 The OMV eMotion App entitles the Customer to purchase certain goods and services at Charging Stations as defined above.
- 3.2 Goods and services purchased by the Customer with the OMV eMotion App at Charging Stations are sold to the Customer in the name and for the account of OIS.
- 3.3 The acceptance of goods and services as well as the approval of transactions by the Customer is carried out via the OMV eMotion app. Goods that are sold in the name and for the account of OIS shall remain the property of OIS until all receivables of OIS for the goods provided (incl. interest and any fees) have been paid in full.

4. Prices, Invoicing, and Payment

- 4.1 The Customer shall pay the prices and fees applicable at the time of a charging transaction, which are displayed at the charger or in the OMV eMotion App
- 4.2 The electricity charged is recorded on the basis of energy consumed (kWh) or as the case may be in case of charging at roaming partner stations on the basis of minutes. OIS is entitled to charge tariffs per kWh and fees according to the tariff model chosen and agreed by the Customer via the eMotion Mobile App. The applicable tariff per kWh and relevant fees are also made available in the OMV eMotion App. The tariffs are gross prices and include applicable taxes, including the 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 tariffs.
- 4.3 As the usage of the OMV eMotion App is restricted to private usage, Customer is not entitled to be classified as taxable dealer in terms of Article 38 VAT Directive 2006/112/EC. The Customer shall receive immediate invoice safter each load as follows: Goods and services that the Customer purchases with the OMV eMotion App at Charging Stations shall be invoiced by OIS to the Customer in Euro pursuant to clause 4.2. For charging transactions outside EUR countries, OIS has the right to invoice Customer in the local currency or in EUR. For the currency conversion, the local currency shall be converted to Euro at the reference rate published by the European Central Bank (https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html) valid on the day before the transaction date. If no Euro reference rate is available for the day before a particular transaction date, the last available rate preceding the transaction date shall be used for the conversion.
- 4.4 Customer expressly confirms by registration to the OMV eMotion App to receive invoices in electronic form only insofar as this is permissible under applicable law. The original invoice will either be sent to the Customer via e-mail and/or be available to the Customer for download in the OMV eMotion App for a period of twelve (12) months. Access to electronic invoices via the OMV eMotion App is free of charge.
- 4.5 All payments by the Customer to OIS shall be made in the invoice currency. Payment will be executed via credit card and Customer must use a valid and covered credit card, and is obliged to ensure that the full amount, without any deductions,



can be captured from Customers account. If the credit card data used by the Customer for the payment of his invoices due via the OMV eMotion App changes (e.g. due to expiry of validity), the Customer is obliged to contact OMV Customer Service in good time.

- 4.6 If the Customer does not meet its payment obligations to OIS in full and on time (e.g. if a credit card debit cannot be made due to insufficient funds), OIS is entitled to block the OMV eMotion App of the Customer (see Section 6.2).
- 4.7 Pre-authorized amounts on the Customer's credit card shall be refunded by OIS immediately if the amounts are not used by the Customer for goods or services.

5. Use of the OMV eMotion App

- 5.1 OMV eMotion Apps are non-transferable and shall only be used by the Customer. The Customer is a consumer and shall not use the eMotion Mobile App in connection with any business. The demarcation between consumers and entrepreneurs is based on the Austrian Consumer Protection Act (KSchG).
- 5.2 Customer can set his OMV eMotion App login data at its own discretion and is obliged to keep the login data confidential and not to disclose it to any other person.
- 5.3 The Customer shall also not take any actions similar to the disclosure of the Login Data that are based on the Customer's own will and enable the obtaining of the Login Data by third parties and subsequently fraudulent or unauthorized use of the OMV eMotion App (e.g. writing down the Login Data in places that are easily visible to third parties or the joint storage of the written Login Data with the end device, on which the OMV eMotion app is used). If there is a risk that the OMV eMotion App could be used fraudulently or unauthorizedly (including in the event of loss or theft of the login data for the OMV eMotion App), the Customer is obliged to inform OMV Customer Service (service number: +43 1 40440 26026) by telephone or e-mail (quoting the corresponding number of the OMV eMotion App) immediately after becoming aware of such danger.5.4. The customer is obliged to report any changes to his personal data (e.g. name, address, e-mail address or credit card data) immediately in writing to the OIS or to change them himself in good time in the OMV eMotion app.

6. Validity of the OMV eMotion App and Termination of the Contract

- 6.1 The Contract is concluded for an indefinite period.
- 6.2 OIS shall be entitled to suspend or refuse any further delivery of goods and provision of services and to block a Customer's OMV eMotion App with immediate effect without advance notification of the Customer if: (i) the Customer has exceeded a maximum consumption of EUR 500/month, (ii) in OIS' reasonable estimation (e.g. amount could not be captured from credit card), the prompt and full payment by the Customer is no longer guaranteed, (iii) there are indications of unauthorized or fraudulent use of the OMV eMotion App (incl. the case of unusual transaction patterns or changes in the manner or extent of use of the OMV eMotion App), (iv) the Customer or the credit card used by Customer is listed on blocking or sanctions. The Customer will be informed immediately by e-mail to the e-mail address provided by him about the blocking and the reasons for it. The Customer shall refrain from using the OMV eMotion App in all the above-mentioned cases.
- 6.3 Each party may terminate the Contract without reason with effect as of the end of any calendar month by giving one (1) month's prior notice. Furthermore, each party may terminate the Contract at any time with immediate effect for cause. Cause for termination by OIS include, but not limited to, default of payment despite granting a grace period of 4 (four) weeks (the latter is not required if the Customer has refused payment or it can be reasonably assumed that payment will not be made despite being granted a grace period), exceeding the maximum consumption of EUR 500/month, and any kind of misuse of the OMV eMotion App).
- 6.4 The Customer can delete the app account by contacting OIS and requesting the deletion of the account via emobility.at@omv.com. The Customer can also delete the app account directly via the app by opening the app, logging in



and deleting the account under "Cancel my account here" in the settings section. After OIS has performed all the invoice checks and the outstanding amounts, if any, have been settled by the customer, the app account will be deleted in a period of 30 days.

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

- 7.1. The OMV eMotion App enables the Customer to charge an electric or hybrid vehicle at the available and public Charging Stations of OMV and/or Roaming Partners as displayed in the OMV eMotion App. The use of the Charging Station by the Customer is subject to availability, which may be impaired due to maintenance work, technical defects (e.g. power failure), obstruction of access to the Charging Station or use by another customer. The Customer is only entitled to use the parking space at the location of the Charging Station during the charging period of the vehicle. The vehicle must be parked in such a way that the use of other charging points located at the site is not hindered. After completion of the charging process, the parking space must be released immediately.
- 7.2. Information regarding the location, availability, opening hours, and charging speed of OMV Charging Stations as well as a charging guide are available in the onboarding video during registration process in the OMV eMotion App as well as at Charging Station level. For the avoidance of doubt, this general information is not part of the contract.
- 7.3. After activation or authorization via the OMV eMotion App, the Customer must properly connect the vehicle to the charging point and start the charging process. The prerequisite is that the Customer's smartphone/tablet has an upright internet connection and a sufficient power supply. OIS expressly points out that the receipt of data packets may result in costs that depend on the conditions of the Customer's mobile phone provider.
- 7.4. The Customer shall check with his mobile phone provider about the possible costs that may be incurred for a data download (including roaming charges). The Customer must ensure that the charging is carried out by means of a proper charging cable approved for the loading capacity and that the charging process is monitored. Depending on the type of charging point, OIS provides the electricity in alternating current (AC) or direct current (DC). In this context, it should be noted that, for technical reasons, not all vehicles can be charged with direct current.
- 7.5. Taking electricity from Charging Stations for purposes other than charging an electric or hybrid vehicle is not permitted.
- 7.6. The Contract for the purchase of electricity from Charging Stations is concluded between the Customer and OIS at the e-mobility tariffs applicable for the respective Charging Station at the time of the charging process (as visible at the charger or in the Mobile App). OIS or the roaming partner use service partners (e.g. the petrol station tenant) to operate the charging stations. The service partner is responsible for the safety and proper functioning of the respective Charging Stations and the tools required for charging.
- 7.7. The Customer is obliged to comply with the charging regulations, operating instructions and house or garage rules of the service partner that can be seen at the location of the respective charging station. Otherwise, unauthorized parking or parking for too long can lead to additional costs.
- 7.8. The Customer must treat the Charging Station including the supply line in a careful manner and observe the operating instructions attached to the Charging Station. Each user of the Charging Station must check the charging cable and the plugs and sockets for recognizable damage. In particular, if damage, kinks, cracks, blank spots, etc. are detected, the charging cable must not be used under any circumstances. The Customer must inform OIS immediately of any damage or malfunction (e.g. by calling the service line +43 1 40440 26026). The Customer is obliged to use the Charging Station in such a way that no damage occurs and third parties are not endangered. Accordingly, the Customer is obliged in particular to ensure a secure connection of the electric vehicle to the Charging Station, to park the electric vehicle in such a way that there is the shortest and safest possible connection to the Charging Station, and to ensure that third parties are not obstructed by the charging cable. The Customer is responsible for compliance with the applicable technical regulations regarding the vehicle and the charging cable. All electrotechnical protection regulations must be followed. The Customer must take all precautions to avoid accidents or damage within his area of responsibility, for example those that may occur



due to interruptions in the charging process or reconnection (in particular when using adapter devices, etc.).

- 7.9. Roaming partners are companies independent of OIS and operate independently. OIS has no influence on charging at a Charging Station of the roaming partner. OIS is therefore not responsible for the behavior of the roaming partner, in particular for errors in data transmission. Incorrect data transmission by the roaming partner service partner does not release the Customer from his payment obligations towards OIS.

8. OIS' Liability

- 8.1. OIS shall be liable only for the proper delivery of goods and services if and to the extent that these goods and services are sold to the Customer in the name and for the account of OIS pursuant to clause 3.2.
- 8.2. Neither these GTCs nor any provisions of the Contract shall constitute a joint and several liability of OMV or of any of its subsidiaries and such a joint and several liability in connection with claims pursuant to or associated with the Contract shall be expressly excluded.
- 8.3. In the event of slight negligence, any liability of OIS for (direct or indirect) damage or loss that the Customer incurs (i) in connection with the refusal to (or continue to) provide goods or services pursuant to these GTC by OIS, (ii) due to or in connection with the confiscation, the blocking or the revocation of the OMV eMotion App pursuant to these GTC or (iii) through the failure of a Charging Station to accept or recognize the OMV eMotion App (for whatever reason) shall be excluded.

9. Miscellaneous

- 9.1. The place of performance for the provision of all goods and services that the Customer purchases shall be the respective Charging Station. All legal relationships between the Customer and OIS with regard to the OMV eMotion App shall be governed exclusively by Austrian law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the conflict-of-laws rules. If the Customer has his habitual residence in the EU outside Austria, the Customer also enjoys protection of the mandatory provisions of the law of his country of residence.
- 9.2. The language of the Contract is English. These T&Cs are drafted in English. At the request of the Customer – by e-mail to emobility.at@omv.com or by post to OIS – OIS shall provide the Customer with a translation of the T&Cs in force at the time of conclusion of the Contract in the official language of the EU Member State in which the Customer has his habitual residence, free of charge. The translation provided is for the sole purpose of the Customer's better understanding and is of a purely informative nature. The English-language version of the T&Cs is the only legally binding version. This shall not apply to the extent that mandatory provisions of the EU Member State of the Customer's habitual residence provide that the language version in the official language of the relevant EU Member State shall take precedence.

10. RIGHT OF WITHDRAWAL IN ACCORDANCE WITH THE DISTANCE AND EXTERNAL TRANSACTIONS ACT (FAGG) AND THE CONSUMER PROTECTION ACT (KSCHG)

- 10.1 If the Customer is a consumer according to the KSchG and has not submitted his contractual declaration either in a room permanently used by OIS for its business purposes or at a stand used by OIS at a trade fair or on a market, he may withdraw from his Contract order or from the contract without giving reasons.
- 10.2 This withdrawal can be declared until the conclusion of the Contract or thereafter within 14 days. If the Customer is a consumer according to the KSchG, he is entitled to withdraw from a distance selling transaction (§ 3 Z. 2 FAGG) or from a



Contract concluded outside the business premises (§ 3 Z. 1 FAGG) within 14 days without giving reasons. In order to exercise the right of withdrawal, the Customer must inform OIS of the decision to withdraw from the Contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). The Customer can use the following sample withdrawal form, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient for the Customer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. The Customer's charging power purchased until receipt of the declaration of revocation by OIS, which will be charged, shall remain unaffected by the withdrawal.

a. Sample withdrawal form:

(If you want to cancel the Contract, please fill out this form and send it back)

- To OMV-International Services Ges.m.b.H., reg. no. FN 129377k, Trabrennstraße 6-8, 1020; Telephone Number +43 1 40440 26026; e-mail address emobility.at@omv.com

- I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) Contract of sale of the following goods (1)/for the provision of the following service (1),

- Ordered on (1)/received on (1),

- Name of consumer(s),

- Address of consumer(s),

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

_____ _- Date