

TERMS AND CONDITIONS FOR THE USE OF ELECTRIC VEHICLE CHARGING STATIONS OWNED AND OPERATED BY "WINK CHARGING" EOOD

INTRODUCTION

"Wink Charging" EOOD (the "Company") is registered in the Commercial Register and the Register of Non-Profit Legal Entities at the Registry Agency under Unified Identification Code (UIC) 207039513, with its registered office and management address in the city of Sofia, postal code 1407, Lozenets District, 103 James Bourchier Blvd., floor 1, office 1, email address: office@winkcharging.com.

One of the activities carried out by the Company is related to the operation and maintenance of electric vehicle charging stations on the territory of the Republic of Bulgaria, including the provision of the service "electric vehicle charging". "Wink Charging" EOOD is the owner of the Wink Charging mobile application.

These Terms and Conditions govern the relations arising between the Company, in its capacity as the owner of the mobile application, and the Users registered in the Wink Charging mobile application. Through the application, the provision of the service "electric vehicle charging" is enabled via the charging stations owned and operated by "Wink Charging" EOOD.

The Wink Charging mobile application contains information regarding the location of the charging stations, their power, available capacity, and the price of the service provided. By completing the registration in the application, the User is able to familiarize themselves with its content. Each user account stores information regarding the history of completed charging sessions.

Prior to registering in the Wink Charging mobile application, users and visitors are encouraged to carefully review these Terms and Conditions and the Personal Data Protection Policy. We will respond to all inquiries related to these Terms and Conditions and the application using the contact details provided herein.

If you do not agree with any of the provisions of these Terms and Conditions and our response does not satisfy you, we recommend that you refrain from using the mobile application. These Terms and Conditions apply to and must be complied with by visitors to the mobile application as well, regardless of whether they have a registered user account.

I. DEFINITIONS OF TERMS USED IN THESE TERMS AND CONDITIONS

Article 1. The terms used in these Terms and Conditions shall have the following meaning:

- **“Agreement”** – the distance contract concluded between the Company and the User for the use of the services provided through the **Wink Charging** mobile application, of which these Terms and Conditions form an integral and inseparable part.
- **“Electric Vehicle”** – any motor vehicle powered by electrical energy that may be charged from an external power source.
- **“Charging Station”** – a technical device in its entirety, included in the charging network administered by **“Wink Charging” EOOD**, which provides the necessary power and energy for charging the batteries of electric vehicles.
- **“Charging Point”** – an interface through which one electric vehicle may be charged or the battery of one electric vehicle may be replaced.
- **“Malicious Actions”** – actions or omissions that violate internet ethics or cause damage to persons connected to the Internet or associated networks, including but not limited to: sending unsolicited messages (spam); channel flooding (flood); gaining unauthorized access to resources using third-party rights or passwords; exploiting system vulnerabilities for personal gain or information acquisition; actions qualifying as industrial espionage or sabotage; damaging or destroying systems or data sets (cracking); sending Trojan horses or causing the installation of viruses or remote-control systems; disrupting the normal operation of other internet users or associated networks; and any actions that may constitute a criminal offense or administrative violation under Bulgarian law or other applicable legislation.
- **“Client/User”** – a natural person aged 18 or over, a legal entity, or another legal formation duly registered as a user of the service in the **Wink Charging** application and having expressly accepted these Terms and Conditions. Acceptance of these Terms and Conditions is a mandatory prerequisite for user registration.
- **“Mobile Application (Wink Charging)”** – software for mobile devices operating on Android or iOS, administered and distributed by **“Wink Charging” EOOD**, available for download via the relevant application stores (Google Play, App Store), through which the Service is provided.

- **“Personal Data”** – any information relating to an identified or identifiable natural person (“data subject”), in accordance with applicable personal data protection legislation.
- **“Password”** – a sequence of letters, numbers, and symbols selected by the User, which together with the User’s email address serves for identification and access to the User account and certain services of the mobile application requiring user identification. Alternatively, the User may create an account using an existing Google or Facebook account.
- **“User Account/Profile”** – a part of the mobile application containing information about the User. The user account is activated after mandatory registration through the provision of registration data, contact details, email address, and a personal password. Only the User has the right to modify the data entered in their account. The User must register using accurate and truthful information; otherwise, they shall not be entitled to claims regarding the requested services.
- **“Services”** within the meaning of these Terms and Conditions may include:
 - **A)** charging of electric vehicles via charging stations accessible through the **Wink Charging** mobile application;
 - **B)** provision of information regarding charging stations accessible through the **Wink Charging** mobile application.
- **“Token”** – an encrypted unique code linked to the User’s payment card, created and stored by the card operator or the banking institution with which **“Wink Charging” EOOD** cooperates.
- **“Balance”** – an amount deposited by the User in the mobile application via a registered payment card (credit or debit), used for payment of completed charging sessions. The minimum amount that may be deposited into the Balance is **EUR 20**.
- **“Subscription Plan”** – a monthly plan providing preferential charging tariffs (prices), which may be requested by a registered User against payment of a monthly fee. One Subscription Plan is linked to one Client account. Subscription Plans may differ in type and characteristics, with their prices and scope determined by the Company and published in the mobile application.

II. BINDING EFFECT OF THE TERMS AND CONDITIONS

Article 2. Any use of the **Wink Charging** application constitutes confirmation that you have familiarized yourself with these Terms and Conditions and have unconditionally agreed to comply with them.

Article 3. Upon registration in the application, it is mandatory to tick the fields “I have read and agree to the Terms and Conditions” and “I have read the Personal Data Protection Policy”. By doing so, the User declares that they are familiar with and undertake to comply with them. This action constitutes an electronic declaration within the meaning of the Electronic Document and Electronic Trust Services Act.

“Wink Charging” EOOD stores within the application the information necessary to identify the User and to reproduce the User’s electronic declaration of acceptance of the Terms and Conditions, in the event of a legal dispute.

Article 4. The Company reserves the right to periodically update and amend the Terms and Conditions of the application in order to reflect changes to the application and/or requirements of applicable legislation. At the User’s request, notifications regarding amendments to the Terms and Conditions may be sent. In any case, Users are encouraged to periodically review the content of the Terms and Conditions.

Article 5. Amendments to the Terms and Conditions shall enter into force immediately upon their publication and shall become binding on users/clients and visitors.

III. CHARACTERISTICS OF THE MOBILE APPLICATION. SERVICES PROVIDED THROUGH THE APPLICATION. REGISTRATION AND INSTALLATION

Article 6. The **Wink Charging** mobile application is intended to provide information regarding the location of electric vehicle charging stations administered by **“Wink Charging” EOOD**, as well as to provide a comprehensive electric vehicle charging service.

Article 7. The Company provides visitors to the mobile application, without requiring mandatory registration, access to the following information: location of charging stations, price of the service offered, and available payment options for charging.

Article 8. Upon completion of registration and creation of a user account, the Company enables the User to perform charging via the charging stations operated by the Company.

Article 9.

1. In order to use the service provided by the Company, the Client must download the **Wink Charging** mobile application to the smartphone used by the Client from the **Google Play** store or the **Apple App Store**, depending on the operating system supported by the mobile device.
2. Prior to completing proper registration in the mobile application, the Client is obliged to familiarize themselves with the Terms and Conditions in force at the time of registration, which are available in the **Wink Charging** application.
3. Certain services provided through the mobile application require mandatory proper registration through the creation of a user account in the **Wink Charging** mobile application.

Article 10.

1. Upon registration in the **Wink Charging** mobile application, the User is obliged to provide the Company with the chosen username under which the services will be used, as well as a valid email address through which official correspondence between the parties will be conducted, such data serving to identify the specific User.
2. Upon initial registration in the mobile application, the User creates a personal password used to access the content of the **Wink Charging** mobile application and the services provided. Access may also be granted via a Facebook or Google account, subject to authorization by the respective system.
3. Access to the content of the mobile application is granted to the User upon correct entry of the username and password in the designated fields. The Client is therefore obliged to safeguard these credentials and not disclose them to third parties. In the event of misuse of the identification data, the User shall bear responsibility and shall be obliged to pay the Company all amounts due for services used via the User's account in the **Wink Charging** mobile application, unless the Company has been notified immediately in accordance with the procedure set out in these Terms and Conditions. **"Wink Charging" EOOD** shall not be liable for any unauthorized access to the account by persons other than the registered User and without the User's explicit consent, including cases where, as a result of such unauthorized access, the account is materially modified, deleted, or otherwise removed.
4. In the event that access credentials become known to third parties or are lost, the User is obliged to immediately notify the Company by sending a message via the contact form in the mobile application or by email to: **office@winkcharging.com**.

5. The User is obliged to ensure compliance with all reasonable security measures, including but not limited to the use of antivirus software when using computer hardware, software, or other equipment while accessing the mobile application, and shall be responsible for any consequences arising from insufficient security of the device used to access the **Wink Charging** mobile application.

In the event of a breach of software security and/or access credentials required for the mobile application, the Company shall, upon the User's explicit request, provide a new access password, and the User shall be obliged to immediately change the existing password.

11. The User bears responsibility for the storage and use of the data identifying them to the Company via the mobile application and enabling proper correspondence, and is obliged at all times from acceptance of these Terms and Conditions and registration as a User to declare that such data is valid and up to date, and that no misuse and/or unauthorized access to third-party data and/or payment instruments has been committed. The Company shall not be liable for incorrectly or incompletely entered data by the User upon registration in the mobile application or upon subsequent changes thereto, provided that the Company has not been duly notified by the User via the contact form or by email at **office@winkcharging.com**.

Article 11.

1. Approval of a user account in the mobile application shall be carried out entirely at the Company's discretion.
2. The Company has the right to refuse approval of a user account or to deactivate an already approved account, including in cases where invalid data has been provided during registration and/or where there are sufficient grounds to consider that the User is acting in bad faith.

Article 12. Through their account, each User may receive commercial communications if they consent to the use of their data for direct marketing purposes.

Article 13. Under these Terms and Conditions, the Company provides the User with a comprehensive electric vehicle charging service within the network of publicly accessible charging stations administered by "**Wink Charging**" EOOD, and the User undertakes to ensure proper use of the charging stations in accordance with these Terms and Conditions and the available instructions, as well as to pay the Company all amounts due for the charged energy, including any applicable penalties, costs, compensation, and other amounts arising under these Terms and Conditions.

Article 14.

1. The Company processes the Personal Data provided by Users by automated or other means for the purposes of concluding, administering, and performing the agreement and these Terms and Conditions, and for the proper provision of the requested services. The Company's Personal Data Protection Policy is available in the mobile application and constitutes an essential document with which all Users and visitors are urged to familiarize themselves in detail.
2. The Company has the right to refuse registration of a User in the **Wink Charging** mobile application in cases where the User has not expressly acknowledged the applicable Terms and Conditions and the Personal Data Protection Policy, or where incomplete and/or inaccurate data or other information necessary for proper registration has been provided.

Article 15. The Company aims to provide the services continuously and without interruption; however, it does not guarantee that the services will be continuously available, timely, or free from errors or disruptions. The Company undertakes to provide reasonable protection of the mobile application to enable the use of the services but shall not be liable for temporary interruptions and/or disruptions in electronic communication systems. For the avoidance of doubt, the Company shall not be liable in cases where the User selects an unsuitable charging station for the electric vehicle operated by the User, where there is insufficient availability of free charging stations at a given time, or where a specific charging station is subject to a technical malfunction, and undertakes to remedy any identified technical malfunction of the charging stations in a timely manner.

IV. TERMS FOR THE USE OF CHARGING STATIONS

Article 16. The services provided through the **Wink Charging** mobile application may be used exclusively at charging stations connected to the network of "**Wink Charging**" EOOD. The charging stations are listed in the mobile application and bear the **Wink Charging** logo.

Article 17.

1. After the User accepts these Terms and Conditions and completes proper registration in the **Wink Charging** mobile application, the User is entitled to use the electric vehicle charging services within the network of charging stations operated by the Company, in accordance with the terms and rules set out in these

Terms and Conditions, by using the mobile application and paying through it for the charged amount of electrical energy from the respective charging station.

2. The electric vehicle charging service provided by the Company may be used exclusively at publicly accessible charging stations connected to the charging infrastructure administered by the Company.
3. The charging stations are listed in the mobile application, with the parameters of each station described in detail, including: the type of station, its owner, and its exact location.

Article 18.

1. A prerequisite for using the electric vehicle charging service is that the User has provided the necessary payment details in the **Wink Charging** mobile application, for the purpose of proper and accurate accounting of the services used through the User's account. The User warrants that they are entitled to use the payment card provided in the mobile application, that the card is valid, has sufficient available funds for payment, and is not blocked, including in cases where the card's validity period has expired or its limit has been exceeded.
2. The User must have topped up the balance in their account with a minimum deposit amount of **EUR 20**.

Article 19.

1. Any User who has accepted these Terms and Conditions and has duly completed registration in the **Wink Charging** mobile application acquires the right of access and the opportunity to use the services provided by the Company by making payments through debiting the balance deposited in the User's account.
2. By initiating an electric vehicle charging session via their account in the mobile application, the User accepts that the charging service provided by the Company is initiated at the User's request and that the Company will debit the amount due for the service from the available funds in the balance deposited in the User's account, in accordance with the Company's current price list, until the charging session is duly terminated by the User. For the avoidance of doubt, charging is automatically completed when the User terminates it at a time of their choosing.
3. Upon initiating each charging session, the User undertakes to pay the Company the price of the provided charging service within three (3) days from the date of notification of an unsuccessful transaction related to the charging reported through the User's account. In the event that the amounts due are not paid within the specified period, the Company has the right to immediately terminate the

provision of the Service and block the Client's account without sending additional notice, as well as to seek recovery of the amounts due by compulsory legal means.

4. The User is obliged to promptly update their profile in the **Wink Charging** mobile application with the necessary information regarding any circumstances related to changes in the payment card, changes in personal data, a new payment card replacing a registered one, or other changes required for the lawful use of the services in compliance with these Terms and Conditions. The User undertakes to make such updates as soon as possible and, in any event, within three (3) days from the date on which the relevant change occurred. Failure to do so entitles the Company to immediately block the User's account in the **Wink Charging** mobile application and to initiate legal proceedings for the enforcement and protection of its rights by compulsory means, provided that the User has meanwhile used the electric vehicle charging service and failed to pay the amounts due.

Article 20.

1. The amount due for the use of the Service is calculated based on the duration of the charging session or the total charged energy, after the entire charging process has been duly completed by the User. The unit price is determined in advance depending on the type of the specific charging station, and the applicable unit prices are stated in euros, inclusive of value added tax (VAT), in the **Wink Charging** mobile application. The amount due in each specific case is debited immediately and automatically from the available funds in the balance deposited in the User's account in the mobile application, for which the User gives their explicit and unconditional consent by registering in the mobile application and using the Service.
2. Payment for the provided charging service is final and non-refundable, except in cases where the User disputes the charge and an incorrect billing is unequivocally proven within three (3) days from the date on which the incorrect charge / incorrect tariffing by the Company occurred, in which case the Company refunds the unduly charged amount to the User's account balance.

Article 21.

1. The Company has the right at any time to unilaterally amend the price of the electric vehicle charging service at each individual charging station within the network of "**Wink Charging**" EOOD, with such changes entering into force within three (3) days from the date on which the User is notified by the publication of an updated price list in the **Wink Charging** mobile application.

2. The Client has the right to discontinue the use of the services by terminating their registration in the mobile application in the event that they do not accept the new terms and/or prices, in accordance with the rules set out in these Terms and Conditions and after settling all amounts due as of the date of termination.

Article 22.

1. For the purposes of payment, by registering in the **Wink Charging** mobile application and accepting these Terms and Conditions, the User gives their explicit and unconditional consent for the Company to directly debit the available funds in the balance deposited in the User's account with the price due for the provision of the service according to the Company's current price list, as well as with any other amounts that may be due under these Terms and Conditions.
2. The User agrees that the balance deposited in their account is subject to automatic withdrawal (debiting) of amounts due, for which debiting the Client has given explicit consent by accepting these Terms and Conditions and completing registration in the **Wink Charging** mobile application. In the event that additional amounts are debited, other than the price due for the use of the service, the Company shall notify the User of the grounds for such additional charges. The Client has the right to dispute them by providing unequivocal written evidence in support of the dispute within three (3) days from receipt of the notification; otherwise, the User shall be deemed to have accepted the charge as due.
3. The User agrees that, at the Company's discretion, in the event of insufficient available funds on the User's payment card at the time of initiating a specific charging session, the amounts due may be automatically debited at a later stage after sufficient funds have been made available. For payments made via a payment card registered through the mobile application, the Company issues the required documents in accordance with applicable Bulgarian tax legislation.

Article 23.

1. The payment card data provided by the User is stored in the **Wink Charging** mobile application.
2. Data relating to the User's payment card is processed and stored exclusively by certified payment service providers with whom the Company has established contractual relations.
3. The security of all payment information is ensured through secure cryptographic protocols when transmitted via the Internet, so that it cannot be read by third parties during transmission.

4. The IT system used for the provision of payment services stores only tokens, which are used for communication between the payment service provider and the Company.

Article 24.

1. The Company shall not be liable in cases where the User initiates an electric vehicle charging session at a location where a fee or rent is due for parking or stay, in which case the obligation to pay the applicable parking or stay fee rests entirely with the User.
2. Any disputes relating to imposed administrative or administrative-penal sanctions for improper parking shall be resolved directly between the User and the competent state authority, the company responsible for parking/stay at the respective location, or the competent local authorities.
3. The Company shall not be liable for any additional fees arising from the regulatory policy of the relevant bank, financial institution, or company servicing the User's payment card.

V. PRICE OF THE SERVICE PROVIDED

Article 25. The User acknowledges and agrees that the Company provides the electric vehicle charging service against a fee, the amount of which is determined periodically by the Company at its sole discretion.

Article 26.

1. The price of the electric vehicle charging service is published in the **Wink Charging** mobile application. Accordingly, the User declares their consent to be deemed duly notified and informed of the current price of the charging service within the network of charging stations administered by "**Wink Charging**" EOOD, and agrees that the Company shall not be liable in cases where the User has acted negligently and has failed to familiarize themselves with the current prices of the Service.
2. The Company has the right to determine the price of the service individually for a specific User, depending on the preferential conditions applicable to such User and/or to adapt the price according to the type of charging station.
3. The Client acknowledges and agrees that the price of the Service for the same charging station may be differentiated depending on the characteristics of different electric vehicle models and the time required to charge their batteries.

4. The Client acknowledges and agrees that the prices announced by the Company apply exclusively to charging stations operating under the trade name of **“Wink Charging” EOOD – Wink Charging**, located on the territory of the Republic of Bulgaria.

Article 27.

1. Information regarding transactions carried out by the User is available in the User's personal account in the **Wink Charging** mobile application.
2. Reports for a specific period for a given account may be viewed and printed at any time.
3. The Company may store information relating to charging sessions for as long as necessary, in compliance with the statutory and contractual provisions governing the processing of personal data.
4. A Client wishing to submit a complaint regarding services provided by the Company must notify the Company within three (3) days from the moment a discrepancy between the offered and the provided service is identified and must attach the documents on which the User bases their claim. If the description of the discrepancy is not sufficiently clear and precise, the User is obliged to provide additional explanations or documents requested by the Company in connection with the claim; otherwise, the User's complaint shall be dismissed, unless otherwise provided by applicable mandatory legal provisions governing these relations.
5. In the event of a submitted complaint, the Company shall review and verify the charging transactions from the User's account for the period specified in the complaint. The Company is obliged to examine the User's complaint and issue a final decision on the specific case. If the complaint is found to be justified, the Company shall compensate the User for the respective amount within twenty (20) business days to the bank account specified by the User. If the complaint is rejected, the Company shall notify the User of the outcome of the complaint review within twenty (20) business days from the date of submission. If the User is not satisfied with the decision on the complaint, they have the right to refer the matter to the Consumer Protection Commission, an independent body for out-of-court dispute resolution, or to file a claim before the competent court.

Article 28. Charging is irreversible, and withdrawal from an already provided charging service is not possible.

VI. USER DEPOSIT REFUND POLICY

Article 29. Refund (return) of the amounts deposited in the User's account balance may be effected in the event that the User deactivates their account before fully using the amounts deposited in the mobile application via the payment card added to their profile. Any remaining balance shall be refunded upon the User's request and upon provision of a bank account to which the amount is to be transferred.

VII. SUBSCRIPTION PLANS

Article 30.

1. **"Wink Charging" EOOD** offers its clients subscription plans containing special terms for AC slow charging and DC fast charging within the operator's network. The Company publishes the available subscription plans, their prices, and the applicable special terms in the mobile application. Discounts under subscription plans may not be combined with other discounts or promotions offered by **"Wink Charging" EOOD**.
2. By virtue of these Terms and Conditions, the Client is informed that each ordered/requested subscription plan is linked exclusively to and applies only to the Client's account through which the specific subscription plan has been ordered/requested.
3. Subscription plans are ordered and are applicable for a period of thirty (30) calendar days from the date of the User's request and following valid payment. Subscription plans do not renew automatically.
4. Subscription plans may be ordered and activated solely through the **Wink Charging** mobile application. The Client receives confirmation of successful subscription activation at the email address provided upon registration in the mobile application. The Client is informed by these Terms and Conditions that a subscription plan cannot be activated if the provided credit/debit card cannot be debited for the amount of the subscription fee.

VIII. RIGHTS AND OBLIGATIONS OF THE USER

Article 31.

1. The User is obliged to ensure that the charging of the electric vehicle is properly initiated and completed, in accordance with these Terms and Conditions and the operating instructions of the charging stations.

2. The User is obliged to use the charging stations within the **Wink Charging** network in good faith and with due care, and shall not damage or destroy them.
3. The Client undertakes to familiarize themselves in advance with the operating instructions of the charging stations prior to initiating an electric vehicle charging session. Such instructions are available in the mobile application and/or displayed on the respective charging station.
4. By initiating each charging session, the User confirms that they are familiar with the instructions and with the risks associated with the use of the charging station and the provision of the service. In the event that damage to a charging station is caused due to the User's fault or negligence, the User shall be liable to pay compensation in the amount of the damages suffered by the Company.

Article 32.

1. Proper initiation of the charging station shall be verified by the User by checking the information displayed on the charging station's screen. The User must connect the electric vehicle to the charging station in accordance with the established rules and only after proper identification of the User account has been completed in the mobile application.
2. The User is obliged to ensure that the battery of the electric vehicle to be charged is compatible with the respective charging station and that the electric vehicle can be charged at that station in accordance with the applicable charging station standards, which are available to Users in the **Wink Charging** mobile application.

Article 33.

1. The User acknowledges that the mobile application and the charging stations, as well as all rights thereto, are the exclusive property of the Company or its licensors.
2. The Service contains content protected by trademark rights, copyright, and/or other intellectual property rights. The User is not entitled to use or permit the use, in any manner whatsoever, of the Company's trademark and/or logo, nor shall the User be deemed a licensed user of industrial property rights owned by the Company.
3. The distance contract concluded between the User and the Company shall not be construed as permission for the User to copy, publish, distribute in any manner, provide to third parties, or modify any part of the application content, trademarks, or other protected materials.

Article 34.

1. The User is obliged to immediately notify the Company via the contact form in the mobile application and by email if there are grounds to believe that unauthorized persons may have gained access to the User's account or have learned the username and/or password for access to the mobile application, and/or if the User establishes unauthorized use of their personal account by a third party.
2. If the User fails to promptly notify the Company in accordance with the preceding paragraph, the User shall bear full responsibility for any resulting damages. Upon proper notification of unauthorized use of the mobile application, the User account, or the services, the Company shall take the necessary measures and make reasonable efforts to block the unlawfully initiated charging sessions through the User's account within a reasonable period. In all cases, until the Company is duly notified of the circumstances described above, the User shall remain liable for any use of services carried out through their personal account in the mobile application.

Article 35. When using the services provided by **"Wink Charging" EOOD**, the User undertakes:

1. to comply with national and European legislation, these Terms and Conditions, the concluded agreement, internet ethics, and the rules of morality and good conduct;
2. not to perform any malicious actions;
3. to immediately notify the Company of any committed or discovered violation in connection with the use of the provided services.

Article 36.

1. The User has the right to access and correct their personal data via the mobile application.
2. Each User is entitled to only one registration in the application. A User with more than one registration shall be deactivated.
3. The User has the right at any time to terminate the use of the services provided by the Company.

IX. RIGHTS AND OBLIGATIONS OF THE COMPANY

Article 37.

1. The Company undertakes to provide the User with access to the electric vehicle charging service within the network of charging stations of **"Wink Charging" EOOD** through the use of the mobile application, on a continuous and

uninterrupted basis; however, the Company does not guarantee that the service will be continuously available, timely, or free of errors or disruptions.

2. The Company undertakes to exercise due care to enable Users to normally use the services subject to these Terms and Conditions.
3. The Company has neither the obligation nor the objective ability to control the manner in which the User uses the provided service.

Article 38.

1. The Company shall not be liable for damages in cases where:
 1. the device used by the User to access the mobile application, the data transmission network, or the related functionalities are not functioning;
 2. the service is suspended due to reasons beyond the Company's control and not attributable to its fault;
 3. the Client uses the mobile application or a charging station improperly;
 4. other cases provided for in these Terms and Conditions occur.
2. The Company shall not be liable for interruptions and/or failures in the electricity supply provided by electricity distribution companies operating on the territory of the Republic of Bulgaria, nor for failures in the internal power networks at the locations where the charging stations are installed.
3. The Company shall not be liable for damages caused by the application of a statutory provision, actions of a state authority, war, state of emergency, sabotage, lack of or delayed deliveries, information links or other data transmission and communication links, strikes, states of emergency and the related movement restrictions, or other similar circumstances beyond the Company's control, which constitute force majeure within the meaning of the Commerce Act. The exemption from liability related to strikes and blockades shall apply in cases where the Company itself is affected by such actions.
4. The Company shall not be liable for the provision of services in the event of circumstances beyond its control, including force majeure, events of unavoidable nature, fortuitous events, internet issues, and disruptions in service provision beyond the Company's control.
5. By accepting these Terms and Conditions, the User declares that they are aware of the possibility of interruptions and other difficulties in establishing an internet connection with the application, which may arise regardless of the care exercised by the Company. The User agrees not to claim any compensation from the Company for lost profits, incurred damages, or inconveniences resulting from such

interruptions or internet connection difficulties, including with respect to the capacity of such connection.

Article 39.

1. The Company shall be liable only for damages that are the direct and immediate result of an intentional breach of these Terms and Conditions and/or applicable mandatory legal provisions by the Company.
2. Under no circumstances shall the Company be liable for indirect damages suffered by the User and/or their property in connection with or arising from the use of the service provided by the Company.

Article 40.

1. The Company has the right to unilaterally amend these Terms and Conditions, the price list, and/or the content of the electronic system of the mobile application in order to introduce new technologies, functionalities, appropriate technical or administrative procedures, or new procedures related to the provision of services, by notifying Users through publication of the relevant updated version in the mobile application or on the Company's website: **www.winkcharging.com**.
2. The amendments shall enter into force within up to three (3) days from the date of their publication in the mobile application and/or notification of the User of the changes via the email address provided by the User for correspondence. If the User does not agree with the amendments to the Terms and Conditions, they may terminate their registration in the mobile application and discontinue future use of the provided services.

X. PROCESSING OF PERSONAL DATA

Article 41.

1. The Company implements a strict confidentiality policy and exercises due care in the processing of its clients' personal data, in compliance with all requirements regarding the collection and use of personal data set out in national legislation as well as in applicable European Union legislation. All Users' personal data is encrypted, and access thereto is strictly limited and granted only to competent and expressly authorized persons, in accordance with the Personal Data Protection Policy.
2. In the event of any questions arising in relation to the processing of personal data, the User should contact the Company, which shall provide accurate, complete, and timely information.

3. All Users and visitors of the mobile application are required to familiarize themselves in detail with the Company's Personal Data Protection Policy, available in the mobile application.
4. Upon registration in the mobile application, the User consents to the processing of their personal data by personally providing such data. The purpose of the collection and processing of the personal data is related to the pre-contractual and contractual relationships between the Company and the Users.

XI. TERMINATION OF REGISTRATION

Article 42.

1. The User may terminate the use of the services, respectively their registration in the mobile application, by deleting their user account and the application, after settling all amounts due arising from services provided.
2. By accepting these Terms and Conditions, the User gives their explicit informed consent and confirmation that they owe payment for services that have already been fully provided and entirely performed by the Company up to the date of termination of the registration.

Article 43.

1. In the event of an established violation of these Terms and Conditions and/or the applicable statutory regulations, the Company has the right to unilaterally terminate the use of the Service, provided that after sending a notice to the User, the User has failed to remedy the committed violation within a reasonable period, but not later than three (3) days from the date of receipt of the notice, in the following cases:
 1. the User fails to fulfill their obligation to pay, within the prescribed time limits, the amounts due for services used through their account in the mobile application;
 2. the User uses the services in breach of the agreement, these Terms and Conditions, or the Company's instructions;
 3. the Company has sufficient grounds to assume that the services are being used unlawfully or in breach of these Terms and Conditions and/or the provisions of the relevant statutory regulations.

Outside the cases described above, regardless of the circumstances, the Company has the right to unilaterally terminate the use of the service, respectively the registration in the mobile application, by issuing a seven (7)-day written notice to the User, containing the

Company's declaration of intent to terminate the registration in the mobile application and the provision of the services.

Article 44. Termination of the relationship and of the registration shall not affect the validity of the provisions of these Terms and Conditions concerning dispute resolution procedures and other relevant rules, as such clauses shall remain in force after termination, including the provisions relating to the collection of amounts due from the User.

XII. DISPUTES AND APPLICABLE LAW

Article 45. Any dispute, controversy, or claim arising out of or in connection with these Terms and Conditions, their interpretation, breach, termination, or validity shall first be resolved through mutual negotiations in accordance with the principles of impartiality, reasonableness, and fairness.

In the event that no agreement is reached between the parties through negotiations within twenty (20) days from the date of receipt of a written proposal to continue negotiations, or if either Party considers that further negotiations are impracticable, any dispute, controversy, or claim shall be finally resolved by the competent court in the territory of the city of Sofia.

Article 46.

1. The acceptance of these Terms and Conditions, their performance, expiration, interpretation, and the resolution of disputes shall be governed by and construed in accordance with the applicable substantive law of the Republic of Bulgaria.
2. In the event of any inconsistency between these Terms and Conditions or individual provisions thereof and mandatory legal provisions set out in the applicable statutory acts, the respective provision of the applicable legislation shall prevail.

XIII. MISCELLANEOUS PROVISIONS

Article 47. Any written statements and notices provided for in the agreement and these Terms and Conditions shall be deemed validly made if they are sent in the form of a message via the contact form, by email, or to the Company's registered office and management address, provided that the statement is technically recorded in a manner that allows it to be reproduced.

Article 48.All content of the mobile application, including text, graphic design, images, icons, photographs, and software, is the property of **“Wink Charging” EOOD** or of the respective rights holders who have granted rights to the Company. Any use of the materials from the **Wink Charging** application without the prior written consent of **“Wink Charging” EOOD** is prohibited.

Article 49.If any clause of the agreement or of these Terms and Conditions is found to be invalid, this shall not result in the invalidity of the entire documents or of other parts thereof. The invalid clause shall be replaced by the mandatory provisions of the law or by established practice.

These Terms and Conditions were adopted on 01 March 2026.