

Terms of use- Arcanum Hotel electric car charger

For charging electric vehicles provided by Tappe Szállítási és Feldolgozó Kft. („Arcanum Hotel”)

The user offers to enter into a user contract between us and the current user of the charging station by clicking on „Start charging”. The offer is accepted by pressing the button and connecting the vehicle to the charging station, which also constitutes the start of the charging of the electric powered vehicle („charging process”).

When the charging is completed, the user must leave the parking space occupied by the charging station immediately, thus ensuring that other users can access the service.

Before starting the charging, the user must ensure that the charging plug to be used is free of visible defects.

The **charging process ends** when the current consumption stops and the physical connection between the electric vehicle and the charging station is broken.

In order to use the service, the user is required to provide **internet access** and all the necessary **technical equipment** and to **pay the associated charges**.

The electric vehicle and the equipment necessary for the charging process, such as cables, must comply with the relevant legal requirements.

The charging capacity may vary depending on the load on the grid and the conditions under which the connection is used. Therefore, no guarantee is given as to the adequacy of the charging performance at the charging points or the success of the charging process itself.

We have the right to interrupt the charging process or reduce the charging capacity if the electricity supply is disturbed or interrupted by the responsible network operator during the use of the network or connection; or the interruption of charging or reduction of the charging capacity during the charging process is necessary for other compelling technical reasons that prevent the uninterrupted charging process;

The charging process will be based on the prevailing tariff and will be charged in kilowatt-hours (kWh), including the applicable sales tax. All prices include applicable statutory sales tax. The mathematical rounding difference shown on your bill is technical and may affect your payment according to rounding rules.

An invoice will be issued for the e-charger used in accordance with the provisions of Act CXXVII of 2007 on Value Added Tax. **The tariffs are not fixed prices, so individual charges may vary.**

We are not responsible for any damage that may occur due to voltage fluctuations, voltage losses, voltage sags, voltage drops or congestion in the network of the network operator and therefore events for **which the network operator is responsible** and for which we are not responsible. Furthermore, **we cannot be held liable for any damage resulting from the improper use of the charging point** or from the failure of the electrically powered vehicle, which is beyond the control of Arcanum Hotel. We do not accept any liability for such damages.

In all other respects, we shall be liable without limitation - regardless of the legal basis - in the event of intent or gross negligence on the part of Arcanum Hotel. In the case of ordinary negligence, however, we are only liable for damages arising from injury to life, physical integrity or health and for damages

arising from the breach of a material contractual obligation (i.e. an obligation the performance of which is essential for the proper performance of the contract and which you can normally rely on); in this case our liability is limited to compensation for foreseeable, typical damages.

The limitations of liability do not apply to claims under the Product Liability Act.

We exclude any liability beyond the foregoing on our part or on the part of any person for whose fault we are liable under the law.

Contact details for complaints and enquiries:

If you have any questions or complaints, please contact our customer service on +36 66 740 740. E-mail: info@arcanumhotel.hu

The entire legal relationship between you and us shall be governed by Hungarian law provided that you have your habitual residence in Hungary or your habitual residence is in a country that is not a member of the European Union. In the event that the user has his/her habitual residence in another member state of the European Union, the other applicable provisions of the member state in which the member has his/her habitual residence shall continue to apply.

The European Commission provides a platform for online dispute resolution which can be accessed by the customer at <http://www.ec.europa.eu/consumers/odr>. However, **we are not obliged to and do not intend to participate in the dispute settlement procedure before the consumer arbitration panel.**

Date: Békéscsaba, 2023.09.01.