# Service Provision Contract SOLX Electric Mobility Service

#### **IDENTIFICATION**

On one part, SOLX Lda, with headquarters at Av. Dom João II nº30 2ºB, 1990-092 Lisboa, with the tax identification number 516155164, hereinafter referred to as "SOLX" or service provider.

On the other part, the contracting party, user of electric vehicle, at the charging points, of public and private access, located in Mainland Portugal and the Autonomous Regions of Azores and Madeira, integrated in the electric mobility network, hereinafter referred to as "Client".

## 1. OBJECT OF THE CONTRACT

- 1.1. The purpose of this contract is to define the terms and conditions of the supply and purchase of electricity for charging batteries of electric vehicles at the charging points integrated into the electric mobility network, hereinafter referred to as Mobi.e.
- 1.2 The General Conditions, the Special Conditions and Annex(es), if any, are an integral part of this Contract.
- 1.3. The provisions of the General Conditions prevail, in case of conflict of interpretation, over the provisions of the Special Conditions.
- 1.4 The purchase of energy may be carried out by means of a SOLX Electric Mobility identifier (which functions as a commercial instrument that allows the acquisition of electricity).
- 1.5 "Charging points" are the infrastructures or equipment dedicated exclusively to charging batteries of electric vehicles, excluding conventional electrical outlets, which are integrated in the Mobi.e Network, which can be consulted at <a href="https://www.mobie.pt">www.mobie.pt</a>.

# 2. ADHESION

- 2.1. Adhesion to the service, which may be carried out in person, at home, or by any remote means (telephone, Internet or other), presupposes the prior knowledge and acceptance, by the client, of the provisions of these General Conditions and the provisions of the applicable Special Conditions.
- 2.2 The contract enters into force after (i) the CLIENT's adhesion and (ii) the subsequent acceptance of the adhesion by SOLX and (iii) the sending of the identifier(s) to the Holder.

## 3. CLIENT'S OBLIGATIONS

3.1 The use of the charging points integrated in the Mobi.e Network is governed by the "Conditions of Use of the Electric Mobility Network" published, at each moment, by the Electric Mobility

Management Entity (hereinafter abbreviated as "EGME") - and which can be consulted at <a href="https://www.mobie.pt">https://www.mobie.pt</a> - these being an integral part of this contract and which can be consulted on the SOLX website, at <a href="https://solx.pt/legal/condicoes/">https://solx.pt/legal/condicoes/</a> utilizacao\ mobilidade\ eletrica\ egme.pd

- 3.2 The CLIENT accepts and undertakes to fulfill the contractual obligations arising from this contract, including all procedures for carrying out operations described in this "Service Provision Contract SOLX Electric Mobility Service"
- 3.2 The CLIENT accepts and undertakes to fulfill the contractual obligations referred to in points 3.1 and 3.2, as well as the technical and safety conditions affixed to the charging locations.

## 4. IDENTIFIER

- 4.1. The SOLX IDENTIFIER is a physical identifier or RFID device issued by the contracted company SOLX that allows the charging of electric vehicles at the charging points of the Mobi.e network.
- 4.2. After adhering to the service, SOLX sends the client, to the indicated address, an identifier intended for charging electric vehicles at the charging points.
- 4.3. The identifier is the exclusive property of SOLX, which is responsible for issuing, registering and requesting its activation with the EGME, the managing entity of the electric mobility network.
- 4.4. The activation date of the identifier is the date communicated by the managing entity of the electric mobility network to SOLX
- 4.5. The client is solely responsible for the proper use and conservation of the identifier, and is obliged to immediately communicate to SOLX any occurrence, namely loss, misplacement, theft, robbery or unauthorized use.
- 4.6. In case of delay by the client in payment, SOLX may block the use of the charging identifier(s) held by the client at the charging points, by prior communication to the client by SMS or email with a minimum of 5 working days in advance, with the respective reason and indication of the means that the client has at their disposal to avoid it.
- 4.7. In case of lack of payment by the client of the price due in the electricity supply contracts concluded with SOLX, which are active and, starting the supply interruption procedure, with the reduction of power, under the legal terms, SOLX may block the use of the charging identifier(s) held by the client at the charging points by prior communication to the client by SMS or email with a minimum of 5 working days in advance, with the respective reason and indication of the means that the client has at their disposal to avoid it.
- 4.8. The use of the charging identifier may also be blocked, under the terms of the Conditions of Use made available by the managing entity of the electric mobility network.

- 4.12 The SOLX Electric Mobility identifier will be issued without a validity term, remaining valid throughout the term of the contract.
- 4.13 SOLX may charge the CLIENT a fee for issuing each SOLX IDENTIFIER in addition to the first two cards issued.

SOLX will send the identifier to the CLIENT by regular mail, to the address indicated in the "ADHESION FORM".

- 4.14 The CLIENT undertakes to communicate to SOLX, in writing, the loss, deterioration or theft of the identifier, being, however, responsible for its eventual use within a maximum period of 48 hours following the notice, without prejudice to the provisions of the previous number.
- 4.15 The CLIENT will be responsible for and will bear all losses resulting from unauthorized operations, if they (i) are due to fraudulent action or breach of the duties of using the Identifier in accordance with the terms and conditions that govern its issuance or (ii) occurred after the loss, robbery, theft, other means of abusive appropriation or any unauthorized use of the identifier not communicated under the terms of the previous number.
- 4.16 A maximum total monthly "plafond" is attributed to the Client of the identifier in the post-paid modality, by SOLX according to what is defined in the special conditions of the contract.
- 4.17 The CLIENT undertakes to, immediately, return the SOLX Electric Mobility identifier to the EMITTER, or destroy it and communicate it to the EMITTER, whenever (i) it has been damaged or rendered unusable, or (ii) it is no longer necessary (such as in the case of alienation of the vehicle to which it refers), or (iii) it is detected or there is suspicion that it has been reproduced or falsified, (iv) the termination of the contract occurs, (v) for any reason this is requested by the EMITTER.

# **5. CARRYING OUT OPERATIONS**

- 5.1. The operations carried out through the identifier are considered authorized, unless the misplacement, theft or robbery of the identifier has been previously communicated under the terms of the General Conditions.
- 5.2 The use of the SOLX Electric Mobility identifier as a means of acquiring electricity presupposes its electronic validation. Electronic validation involves the electronic reading of the SOLX Electric Mobility identifier, or of a complementary control device associated with it, by an electronic terminal.
- 5.3 The validation of the SOLX IDENTIFIER at the charging point will serve, simultaneously, as a receipt and discharge of the electricity acquired by the CLIENT, with the consequent effects in the legal sphere and for all legal purposes, of the receipt of the products and/or services, being of total responsibility of the CLIENT the delivery or undue use of the cards by third parties under this contract.
- 5.4 Each SOLX Electric Mobility IDENTIFIER is exclusively valid for the CLIENT mentioned or authorized therein.

- 5.5 The charging point used will not validate the SOLX Electric Mobility IDENTIFIER whenever it detects any anomaly with it, that is, if, effectively, the SOLX Electric Mobility IDENTIFIER has expired, is damaged, deteriorated, has been invalidated or has reached the plafond.
- 5.6 If the charging point is offline/inoperative and it is not possible to validate the identifier, the responsibility for this situation lies with the Charging Point Operator ("OPC") of the charging point in question.
- 5.7 Without prejudice to the other situations of blocking the identifier provided for in the contract, the use of the SOLX Electric Mobility identifier may also be blocked by the EMITTER or by the EGME for objective and grounded reasons, which relate to:
- a) The security of the use of electric vehicle battery charging points;
- b) The security of the electric mobility network management system;
- c) Contractual breach of the EMITTER before one or more agents of electric mobility or the electricity sector.
- 5.8 In the cases referred to in item 5.7, the EMITTER will inform the CLIENT, in writing, of the blocking of the use of the SOLX Electric Mobility identifier and the respective justification, if possible before blocking the SOLX Electric Mobility identifier or, at the latest, immediately after the blocking, unless such information cannot be provided for objectively grounded security reasons or if it is prohibited by other applicable legal or regulatory provisions.
- 5.9 The Client is prohibited from using the electricity for electric mobility for a purpose other than that for which it was contracted, and may not assign, alienate or make available to third parties any of this energy.

# 6. COMMUNICATION OF BREAKDOWNS

- 6.1 Any breakdowns or technical failures related to the operation of the charging points must be communicated to the respective Charging Operator (OPC) using the telephone contact number affixed to the location, which must be permanently available and not involve any costs for the customer. In these contacts with the OPC, the customer must identify themselves using the number on their identifier.
- 6.2 If the charging point is offline, it may not be possible to validate the SOLX Electric Mobility IDENTIFIER, and this situation is the sole responsibility of the Charging Point Operator (OPC) of the charging point in question.

# 7. DURATION OF THE CONTRACT

7.1 Without prejudice to the provisions of the "Service Provision Contract - SOLX Electric Mobility Service" regarding duration, the Contract will have an indefinite duration, and may be renounced at

any time by either party, by means of a communication sent to the other party by registered letter with acknowledgment of receipt, with a minimum of 20 (twenty) days in advance of the date on which it is intended that the contract ceases to have effect.

- 8. PRICE (price is indexed to the daily electricity market price (OMIE), which has an hourly variation)
- 8.1 The CLIENT undertakes to pay the Price that is defined in the Special Conditions or another that may be defined by SOLX, only under the terms expressly provided for in this contract.
- 8.2. The Price comprises:
- 8.2.1. Price of electricity, stated in the Special Conditions, depending on the total quantity of electricity in kilowatt-hours (kWh) supplied in each charging session;
- 8.2.2. Tariff for access to the electricity grids for electric mobility, approved by the Energy Services Regulatory Entity (ERSE), calculated according to the type of supply and time period;
- 8.2.3. Price for the use of the Charging Point defined and charged for each point by the respective OPC;
- 8.2.4. VAT at the legal rate in force, special tax on electricity consumption (IEC) and any other taxes, fees, charges or contributions that are legally or regulatory applicable at the time of issuing the invoice for the supply of energy for Electric Mobility.
- 8.4 SOLX may freely introduce changes to the Price to be paid by the CLIENT, including in the following situations: (i) in the case of changes to the applicable legislative and regulatory framework, including those by virtue of which SOLX is obliged to bear or collect any costs, charges, fees or taxes; (ii) in the case of a change in the costs of acquiring electricity or other costs that have an implication on the final price to the customer according to the price formulation defined by SOLX; (iii) at the beginning of each calendar year, by virtue of an update of the Price due by the CLIENT, based on the Consumer Price Index for the previous year, published by the National Institute of Statistics; (iv) changes approved by ERSE to the tariffs for access to the grids and management of electric mobility, from the date they are applicable, which will be communicated through the invoice issued after the said changes;
- **9. BILLING** (invoice at the end of the month or every €50, maximum 1 invoice in arrears)
- 9.1 Billing will be issued in the name of the CLIENT with a monthly periodicity, corresponding to all acquisitions made with the identifier, preferably, conditioned to the availability of data provided by the EGME (MOBI.E), and in accordance with the other terms contained in the Special Conditions.
- 9.2 All payments will be made to SOLX, by the CLIENT, through the "payment of services" system. Each invoice will be accompanied by a reference, an entity and the amount to be paid.
- 9.3 Invoices will be sent to the CLIENT's email with the data registered in the customer's identifier(s).

- 9.4 The CLIENT expressly accepts the electronic invoicing service, complying with the terms and conditions provided for in Decree-Law No. 256/2003, of October 21, which enables the issuance and conservation of invoices and equivalent documents electronically, as well as in Decree-Law No. 196/2007, of May 15, which regulates the technical conditions for the issuance, conservation and archiving of invoices or equivalent documents issued electronically, under the terms of the CIVA.
- 9.5 The CLIENT must program and maintain their electronic mailbox available in order to ensure receipt of messages sent by SOLX, ensuring that messages are not considered SPAM, as well as the existence of the necessary space for this purpose in their electronic mailbox.
- 9.6 The CLIENT must communicate, through the application, any change of address they wish to make, irregularity or failure related to their electronic mailbox immediately.
- 9.6 Electronic invoicing can be cancelled by SOLX at any time, namely, when it is not possible to confirm the delivery of any invoice to the electronic address indicated by the CLIENT.
- 9.7 SOLX reserves the right to modify the invoicing and collection periods for operations, by prior communication to the CLIENT with a minimum of 15 (fifteen) days in advance.
- 9.8 Invoices discriminate, per transaction, the amounts due for:
- a) Charging the electric vehicle;
- b) Use of charging points;
- c) Other services that may be provided;
- d) Fees and taxes.
- 9.9 The CLIENT must immediately communicate to SOLX the existence of any error or irregularity in the invoices sent to them, to the contacts indicated in the "SOLX Electric Mobility Service Adhesion Contract". If, within 7 (seven) days from the date of a debit to the Holder's account, made by their banking institution, no written complaint is received from them, the payment is considered to have been made in accordance with the invoices and amount requested.
- 9.10 Invoice adjustments may be motivated, namely, by the following situations: malfunction of meters; fraudulent procedure; correction of errors in the communication of information about the customer's consumption by the electricity distribution network operator or by the managing entity of the electric mobility network.
- 9.11 The electronic invoice is considered, for all purposes, received by the CLIENT on the day it is sent by the EMITTER under the terms of the previous numbers.

#### 10. METHOD AND DEADLINE FOR PAYMENT

- 10.1 The CLIENT undertakes to proceed with the settlement of the invoices issued by SOLX within the validity period of the invoice and in accordance with the modalities indicated therein.
- 10.2 Interest for late payment at the legal rate in force, under the terms of art. 102 §3 of the Commercial Code, is charged on outstanding amounts not paid on time.
- 10.3 Without prejudice to the provisions of the previous number, the lack of payment of invoices may lead to the inhibition of the use of the charging identifier(s) at the charging points or the termination of this contract.

## 11. CUSTOMER SUPPORT

- 11.1 The services provided by the EMITTER under the contract must comply with the quality standards established in the Regulations published by ERSE applicable to the Electric Mobility Sector, and with the levels established in the "Conditions of Use of the Electric Mobility Network" published by the EGME, namely:
- 11.2 Means of Customer Service
- 11.2.1 SOLX provides the customer with the following means of contact:
- a) Telephone service:

Phone: +351 967418742 available on weekdays, between 9:00 am and 9:00 pm. Call cost "call from national landline" or "national mobile network"

- b) Written service: Av. Dom João II nº30 2ºB, 1990-092 Lisboa, or to mail@solx.pt
- 11.3 Information Requests and Receipt of Complaints
- 11.3.1 In addition to having an electronic complaints book under the terms of the applicable legislation available at <a href="https://www.livroreclamacoes.pt/">https://www.livroreclamacoes.pt/</a>, complaints arising from this Contract may be submitted through any of the means indicated in the previous Condition.
- 11.3.2 Complaints will be answered within a maximum period of 15 (fifteen) working days from the date of receipt by SOLX.
- 11.3.3 If it is impossible to meet the deadlines for responding to complaints, SOLX will send the customer an interim communication containing the steps taken, the facts that made it impossible to respond within the established deadline, the expected response time and, whenever possible, a contact person.

# 12. MODIFICATION OF THE GENERAL AND SPECIAL CONDITIONS

12.1 Without prejudice to the provisions of Point 7.3 of this contract, SOLX reserves the right to modify the content or wording of any clause of these General and/or Special Conditions.

- 12.2 Contractual modifications are communicated in writing to the CLIENT in advance and are considered accepted if, within 20 (twenty) days from the aforementioned communication to the CLIENT, there is no written opposition and/or termination of this contract by the CLIENT, and they come into force from the date defined by SOLX for this purpose.
- 12.3 Any modification to the content or wording of any clause of these General and/or Special Conditions carried out under the terms of this clause that is grounds for terminating this contract does not imply any obligation of indemnification on the part of the CLIENT.

#### 13. INFORMATION

- 13.1 Information about the contractual conditions is provided to the CLIENT before the conclusion of this contract, under the applicable legal terms.
- 13.2 The CLIENT can, without additional costs, consult updated information about their consumption and prices, cycles and tariffs currently practiced, within the scope of this contract, in their customer area, through the MY SOLX application, on the website at <a href="https://my.solx.pt">https://my.solx.pt</a>.
- 13.3 If the CLIENT wishes to obtain information not included in the MY SOLX application (<a href="https://my.solx.pt">https://my.solx.pt</a>), they can do so through the email address mail@solx.pt, or by WhatsApp to the number +351 967 418 742 or by voice to the same number.
- 13.4 SOLX undertakes to provide the clarifications requested by the CLIENT within a period not exceeding 5 (five) days.

# 14. BREACH OF CONTRACT

14.1 The lack of payment, within the stipulated deadlines, of any amount due to SOLX gives the latter the right to proceed freely and without incurring any indemnification,

to the immediate cancellation of the use of the cards held by the CLIENT, to suspend or cut all supplies.

- 14.2 In case of cancellation of the use of the cards and/or interruption of all supplies under the terms of the previous number, SOLX will not be obliged to resume the supply if the CLIENT does not make all outstanding payments, including late payment interest and all expenses resulting from the interruption and any resumption of the supply.
- 14.3 The delay in the payment of any pecuniary obligation will give rise to the application of default interest, calculated based on the rate set under the terms of Article 559 of the Civil Code, plus nine percentage points, without prejudice to the previous number.
- 14.4 The judicial collection of debts resulting from a breach of the terms of this contract by the CLIENT implies for the latter the payment of all costs and charges, including court costs, lawyers' and enforcement agents' fees and any others arising from the coercive collection of the debt.

#### 15. COMMUNICATIONS AND CITATIONS

- 15.1 All communications from SOLX to the client may be made by any means or contact provided by the latter to SOLX, such as postal address, email address, automatic voice message dissemination system and SMS (whenever this means proves adequate to the transmission of all the content of the communication).
- 15.2 If the client wishes to contact SOLX, they can do so using the contacts available on the SOLX website.
- 15.3 Judicial citations and notifications to the client will be made to the agreed domicile for this purpose in the Specific Conditions, and the client is obliged to communicate any change to SOLX in writing.

## 16. TERMINATION OF THE CONTRACT

- 16.1 SOLX may also, at any time, suspend or terminate this contract with immediate effect, without thereby being obliged to pay any indemnification, by means of a communication sent by registered letter with acknowledgment of receipt, when: (i) the CLIENT fails to make any payment within the due date; (ii) in case of declaration of bankruptcy or insolvency of the CLIENT or submission of the same on their own initiative or by a third party to insolvency proceedings or any recovery measure; (iii) when this becomes necessary or convenient as a result of any requirement, determination, imposition, indication or recommendation from competent official entities; and (iv) if, by decision of SOLX, the SOLX card acceptance system ceases to be used.
- 16.2 The CLIENT accepts and understands that they may terminate this contract with immediate effect, without thereby being obliged to pay any indemnification, and may even be compensated for damages demonstrably caused by SOLX, as indemnification, if SOLX, for reasons completely beyond the CLIENT's control, fails to comply with its contractual obligations towards the Charging Point Operators (OPC), namely the obligation of timely and regular payment of invoices issued by the OPC to SOLX (in its capacity as CEME), related to the service provided by them and which, consequently, completely restrict access to the use of the Charging Points by the CLIENT.
- 16.3 The denunciation and termination of the contract will be made by registered letter with acknowledgment of receipt.
- 16.4 The extinction of the contract, for any reason, implies the automatic maturity of all existing obligations between the parties.

# 17. RESPONSIBILITY

17.1 SOLX is not responsible for damages or losses resulting from the breach or defective fulfillment of contractual obligations when this is not attributable to it as willful misconduct or gross negligence, and is not responsible in particular for:

- (i) damages caused by the fault of the client, other users of the service or any third parties who are not in the service of SOLX, or
- (ii) breach or defective fulfillment of contractual obligations that results from compliance with judicial decisions or administrative authorities, or
- (iii) breach or defective fulfillment of contractual obligations that results from the occurrence of force majeure situations, that is, situations of an extraordinary or unforeseeable nature, external to SOLX and that cannot be controlled by it and that prevent or hinder the fulfillment of contractual obligations.

#### 18. PROTECTION OF PERSONAL DATA

- 18.1 The personal data relating to the CLIENT and provided by the same collected within the scope of this contract for the execution of the electric energy service contract for the purpose of charging the batteries of their electric vehicles at the charging points integrated in the electric mobility network, will be processed automatically and are intended for the execution of the object of the Contract, intended for commercial and administrative management and all other acts necessary for its normal execution.
- 18.2 To the extent necessary, SOLX will use the personal data for the collection of the client's debts in the provision of the service, being in its right to collect the amounts due, based on the execution of the contract.
- 18.3 The processing of the personal data referred to in Condition 14.1 is mandatory for the conclusion and execution of this contract. Information on the processing of personal data within the scope of the energy supply service contract by SOLX can be consulted at <a href="https://solx.pt/Privacy-Policy/">https://solx.pt/Privacy-Policy/</a>.
- 18.4 The personal data contained in the Special Conditions are those that were provided by the client, including their name, address, tax identification number and contacts. SOLX will also process data provided by the charging point operator to the managing entity of the electric mobility network that resulted from the reading of energy consumption associated with the electric vehicle battery charging service at each charging point.
- 18.5 The aforementioned personal data may also, unless the CLIENT opposes in writing, be used for carrying out commercial actions by SOLX and transmitted, for that purpose, to companies controlled by SOLX and/or belonging to the SOLX Group, provided that such actions concern goods or services related to those included in the scope of this contract, as well as transmitted to third parties with the CLIENT's express written consent.
- 18.6 SOLX will also use the personal data to carry out audits, quality assessments and improvements, both in the service and in customer satisfaction, based on its legitimate interest in providing the best possible service.
- 18.7 The CLIENT, when duly identified, will have access to the information that concerns them, by written request, as well as to its rectification, under the terms of the legislation in force regarding the

protection of personal data (General Data Protection Regulation) and in accordance with SOLX's Privacy Policy, available at <a href="https://solx.pt">https://solx.pt</a>.

- 18.8 The entity responsible for the processing of the personal data provided is SOLX, and the client can contact this entity to solve problems related to the protection of personal data, as well as for the exercise of their rights related to them, directing their request by registered letter to the address described in Condition 7, with the subject, "Data Privacy".
- 18.9 The Client must communicate to SOLX any alteration of the elements contained in this contract related to the CLIENT's identification. This must be communicated by the Client to SOLX by written notification, through the My SOLX application on the website at <a href="https://my.solx.pt">https://my.solx.pt</a>, and the CLIENT must also present proof of the alteration, within a maximum period of 30 days or when requested by SOLX.
- 18.10 SOLX is authorized to process the CLIENT's personal data, in accordance with the legislation in force regarding the protection of personal data.
- 18.11 SOLX may also communicate the personal data to the charging point operators and/or to the managing entity of the electric mobility network and to third parties in the context of fulfilling a legal obligation or a court order.
- 18.12 The personal data in question will be kept during the term of the contract and also during the limitation and expiry periods of the associated rights. As for consumption data, these will be kept for a period of 2 years. SOLX may also keep the personal data processed beyond the indicated periods, for the fulfillment of legal obligations and also for statistical purposes, in which case they must be used anonymously.
- 18.13 The holder of the personal data has the right to exercise, under the legally provided terms, through registered letter to the address described in Condition 7.1, their right of access, rectification, deletion, total or partial limitation or opposition to the processing of their personal data, also having the right to the portability of personal data in a structured format, of current use and automatic reading. The client may also withdraw their consent, when this is the basis of lawfulness of the processing, knowing, however, that this does not affect the processing previously carried out based on the consent given.
- 18.14 The Client declares, regarding any personal data of the Client's employees who contact SOLX, that they have provided their employees with all the necessary information indicated in this clause.
- 18.15 SOLX may communicate the personal data of users/Representatives, for the purpose of fulfilling legal obligations, namely police, judicial, fiscal and regulatory obligations.
- 19. ACCOUNT ADMINISTRATOR CONDITIONS (valid only for business clients)

- 19.1 Adhesion to the service by a business Client necessarily implies the indication in the Form, of the person(s) who will be the client's representative(s), hereinafter referred to as Account Administrator(s).
- 19.2 The Account Administrator will be, for all legal and contractual purposes, the client's representative with SOLX, with all the powers legally required to bind the Client in all operations, actions and procedures and in any request related to the service contracted within the scope of this contract, during the entire period of validity of the contract, including powers for its respective execution.
- 19.3 For the purposes of the provisions of the previous number, the Account Administrator may proceed with the execution and alteration of contract(s) with SOLX, by signing the respective contract(s), being equally authorized to accept contractual and commercial conditions, via email sent by SOLX.
- 19.4 The client acknowledges and accepts that the indication of one or more Account Administrator(s) implies that they will have, from the date of indication and until the date on which, if applicable, the client communicates to SOLX the elimination or alteration of the indicated Account Administrator(s):
- a) The power of representation and binding of the client within the scope of this Contract, as well as in the execution of any energy supply contracts with SOLX;
- b) Access to the Customer Area, with confidential information;
- c) The aggregate management and contractual execution of various services contracted to SOLX, regardless of the Contract in which they were indicated by the client.
- 19.5 The Client may add, eliminate or alter, by means of a written request addressed to SOLX, one or more Account Administrator(s), being their sole and exclusive responsibility to communicate in a timely manner to SOLX the alteration and/or elimination of Account Administrator(s) previously indicated.
- 19.6 The client is solely responsible for the acts of the Account Administrator(s) indicated, and cannot argue the invalidity of any legal transaction carried out by them, nor impute responsibility for undue access to the Customer Area, due to SOLX having accepted requests from Account Administrator(s) indicated by the client.
- 19.7 The client and SOLX agree that the latter will assign an access profile to the Account Administrator(s), indicated by the client for registration and login in their Customer Area.
- 19.8 The personal data relating to the Account Administrators, such as name, email address, telephone contact and NIF, are considered necessary for the execution and management of the contract, and may be used by SOLX for the purpose of marketing communications and commercialization of services and/or products, including by means that allow the reception of

messages regardless of the intervention of the recipients, of SOLX and without prejudice to the guarantee of the exercise of the respective rights as data subjects.

#### 20. COMPLAINTS

- 20.1 The CLIENT may submit complaints in writing, with identification of the full name of the number of an identification document, and must always attach all relevant documentation.
- 20.2 Complaints may be submitted: (i) by regular mail addressed to SOLX, Av. Dom João II 30 Edifício Meridiano 2ºB 1990-092 Lisboa (ii) in the physical complaints book available at SOLX's headquarters; (iii) in the electronic complaints book through the website <a href="www.livroreclamacoes.pt">www.livroreclamacoes.pt</a>, if available on the date of the complaint.
- 20.3 The processing of complaints will not involve additional costs for the CLIENT.

## 21. DISPUTE RESOLUTION

21.1 Without prejudice to recourse to judicial or arbitral courts and the entities responsible for the defense and promotion of consumer rights, namely the Directorate-General for Consumer Affairs, the client may submit any contractual disputes to the arbitration and mediation mechanisms that are or may be legally established, as well as complain to SOLX about acts and omissions that violate the legal provisions applicable to the provision of the service.

## 22. APPLICABLE LAW

- 22.1 These General Conditions are governed by Portuguese Law.
- 22.2 The following entities of the Lisbon Consumer Conflict Arbitration Center (<a href="http://www.centroarbitragemlisboa.pt/">http://www.centroarbitragemlisboa.pt/</a>) will be competent: Alternative Resolution of Consumer Disputes CNIACC National Center for Information and Arbitration of Consumer Disputes (<a href="https://www.cniacc.pt/pt/">https://www.cniacc.pt/pt/</a>) and Arbitration Center of the Autonomous University of Lisbon (<a href="https://arbitragem.autonoma.pt/">https://arbitragem.autonoma.pt/</a>) whose contacts can be consulted at <a href="https://www.solx.pt">www.solx.pt</a> or at <a href="https://www.consumidor.pt">www.consumidor.pt</a>.
- 22.3 For issues arising from this contract and for the resolution of any disputes regarding the interpretation or execution of this contract, the parties elect the jurisdiction of the district of Lisbon, with express waiver of any other.