

**TERMS AND CONDITIONS ON PROVIDING SERVICES BY  
ELECTRONIC MEANS BY  
GREENWAY INFRASTRUCTURE POLAND SP. Z O.O.**

**I. GENERAL PROVISIONS**

1. On the grounds of art. 8 par. 1 section 1 Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws Dz. U. 2016 poz. 1030 with subsequent changes) Greenway Infrastructure Poland Sp. z o.o. with its registered office in Gdynia, hereby establish following terms and conditions on providing services by electronic means.
2. These terms and conditions establish in particular:
  - a) types and scope of services provided by electronic means,
  - b) conditions for providing services by electronic means,
  - c) conditions for concluding and terminating contracts for providing services by electronic means,
  - d) procedure for making complaints.
3. Terms and conditions are available i.a. on the website [www.greenwaypolska.pl](http://www.greenwaypolska.pl), including registration form on the website.
4. Terms and conditions are available free of charge - in such a manner, which enables downloading, saving, retrieval and printing.
5. User undertakes to comply with the provisions of terms and conditions and specific instructions placed on the service provider website. Terms and conditions are integral part of the agreement between service provider and user.

**II. DEFINITIONS**

The terms used in these terms and conditions shall have the following meanings:

- a) service provider (Greenway) - Greenway Infrastructure Poland Sp. z o.o. with its registered office in Gdynia, Al. Zwycięstwa 96/98, 81 - 451 Gdynia, recorded in the register of entrepreneurs of the National Court Register (KRS) maintained by the District Court for Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register, under KRS number of 0000602098, with a business ID (REGON) of: 363635970 and with a tax ID (NIP) of: 5833195289, share capital amounting to 5.000,00 PLN,

- b) act on providing services by electronic means - Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws Dz. U. 2016 poz. 1030 with subsequent changes),
- c) providing services by electronic means – such way of rendering a service, which comprises transmitting and collecting data by means of teleinformation systems, at the individual request of a service recipient, without the parties being simultaneously present, while the data are transmitted through public networks within the meaning of the act of 21 July 2000 - The Telecommunications Law (Journal of Laws Dz. U. 2016 poz. 1389 with subsequent changes),
- d) electronic address (e-mail address, email) – marking of a teleinformation system that enables communication by means of electronic communication,
- e) third parties – all persons other than Greenway and user,
- f) website – website of Greenway available at <http://greenwaypolska.pl>,
- g) registration form – form that enable to register of user in order to provide service available at <http://greenwaypolska.pl/pre-registration>,
- h) newsletter – electronic newsletter issued periodically by Greenway, in which information about development of stations, Greenway offer, promotion for users etc. are published.
- i) teleinformation system - a set of co-operating information devices and software ensuring processing and saving, and also transmitting and collecting of data within telecommunications networks by means of a terminal appropriate for the kind of the given network within the meaning of the act of 21 July 2000 - The Telecommunications Law (Journal of Laws Dz. U. 2016 poz. 1389 with subsequent changes),
- j) electronic communication means - technical measures, including teleinformation equipment and software tools co-operating with it, enabling individual distant communication by using data transmission between teleinformation systems, in particular electronic mail,
- k) user – natural person, legal entity or organisational unit with no legal personality, who use service provided by electronic means,
- l) agreement – contract regarding providing services by electronic means,
- m) RFID card – individual card which is using RFID technology, card is issued to user and is assigned to his account. Card is used to proper identification at Greenway’s charging stations and to activation or deactivation of process of charging.

### III. TYPES AND SCOPE OF SERVICES PROVIDED BY ELECTRONIC MEANS

1. Greenway render service involving making available electricity grid and telecommunication systems which enable to charge electric vehicle at the charging stations belonging to its network by prior identification of user through the individual RFID card.

2. Issuing of RFID Card require verification of user and his prior registration at Greenway website (i.e. filling out all necessary identifying data and vehicle data in registration form).
3. Service in terms of registration and verification of user in order to issue RFID card is rendered by means of firm website, its teleinformation system and electronic communication means.
4. The remaining part of service, in particular charging of electric vehicle is not provided by electronic means.

#### IV. ADDITIONAL INFORMATION ABOUT SERVICE

1. Greenway render service free of charge.
2. Greenway reserves the right to introduce fee for provided services in the future.
3. After verification of user Greenway issue individual RFID card assigned to specific user which enables to charge electric vehicle at charging stations belonging to Greenway. RFID card has individual serial number which allow to proper identification of user. It is necessary to use the service of charging.
4. In order to use RFID card user shall follow instruction displayed at charging station.
5. RFID card sent to user is valid until further notice. Using of RFID card shall not constitute any contractual relationship towards services rendered commercially.
6. RFID card is sent to postal address submitted by user in registration form within 3 working days. Greenway is not liable for obstacles in delivery of RFID card in the event of submission of invalid user postal address.
7. List of charging stations locations where user can charge electric vehicle is available at Greenway website.
8. RFID card is assigned to specific user and shall not be shared to third parties, in particular its forbidden to transfer ownership of card or its sharing in order to charge electric vehicle which is not possessed by user. RFID card is used to proper identification of user.
9. RFID card is not payment card and it is used only to proper identification of user and to activate or deactivate process of charging at Greenway's station. RFID card is issued free of charge.
10. User undertake to use RFID card in appropriate way, use it to designated purpose, pursuant to instructions of Greenway and to protect it from loss, damage or theft.
11. In the event of loss, damage or theft of RFID card user is not able to use the service of charging at Greenway network and is entitled to apply to Greenway for issue of RFID card duplicate. In order to receive RFID card duplicate user shall pay for costs of production and shipping in the amount of 25,00 PLN. User shall submit appropriate application to email: [bok@greenwaypolska.pl](mailto:bok@greenwaypolska.pl). After submission user will receive all data regarding payment for costs of production and shipping of RFID card duplicate. Card shall be sent to user's postal address within 3 working days from receive of payment.

12. In the period from 1.09.2017 until 30.09.2017 in order to use charging service there will not be any authorization required – RFID Cards will be inactive.
13. Greenway is not liable for the actions of third parties.
14. Greenway is not liable in case of impossibility to charge electric vehicle in circumstances independent from Greenway, in particular when charging station is occupied by other user, breakdown of charging station, time deactivation of RFID card, its damage or during modernisations works. Greenway notify users about all breakdowns and modernisations works through website and submitted contact data – sms or e-mail.

## V. NEWSLETTER

1. User may subscribe to newsletter issued by Greenway. Newsletter is sent by electronic communications means to provided electronic address exclusively to people, who grant consent to receive it.
2. User by subscribing to Greenway newsletter shall grant consent to receive commercial information by Greenway and to process of personal data in the necessary scope for this purpose.
3. By granting consent for receiving commercial information and processing of personal data it shall be deemed that user provides his electronic address in order to receive newsletter.
4. User is entitled to resign from subscription of newsletter, in order to do that user shall activate link placed in mail with newsletter or contact to Greenway.

## VI. CONDITIONS OF SERVICE

1. In order to perform service correctly user should have device and software which meet technical conditions listed below:
  - a) working Internet access,
  - b) access to websites – compatible web browser with installed latest updates,
  - c) enabled JavaScript and Cookies,
  - d) e-mail address,
  - e) possibility to receive messages by e-mail.
2. User undertake to respect security rules of using Internet and to use anti-virus software, firewalls and update them on-going basis.
3. User does not need to create an account in order to get access to website and registration form.
4. All data transmitted through website and registration form are considered as data submitted by user. Data submitted by user are used in order to perform service involving

enabling to charge electric vehicle at charging stations belonging to Greenway. Greenway verify correction of submitted data.

5. Greenway is not liable for interruptions in access to website or registration form. In particular in emergency situations having affect for security or stability of the teleinformation system, Greenway reserves the right to temporary cessation or limitation possibility to register without prior notice.
6. Greenway apply numerous protection, which involve protection of submitted data and its safe processing, in particular in terms of transmitted personal data.
7. All materials and information placed on the website or in registration form are not considered as an offer in the meaning of Civil code, unless it is explicitly stated otherwise.
8. It is forbidden to submit information and content that is unlawful, offensive, faulty information or which could mislead, as well as content featuring viruses or could create distortion or damage to teleinformation system, in particular through registration form.
9. In the case of submitting content defined in paragraph 8, Greenway reserves the right to claim for compensation directly to the user on terms defined in Civil code.

## **VII. CONDITIONS FOR CONCLUDING AND TERMINATING CONTRACTS FOR PROVIDING SERVICES BY ELECTRONIC MEANS**

1. These terms and conditions are integral part of the agreement between Greenway and user. Conclusion of an agreement do not constitute any contractual obligations on the side of user and service is rendered free of charge. According to provisions of these terms and conditions Greenway reserves the right to introduce fee in future. User will not be obliged to use services rendered commercially.
2. The agreement is concluded by filling out registration form available on the Greenway website and by granting all necessary consents covering processing of personal data. User is obliged to accept these terms and conditions.
3. User is entitled to stop filling out registration form without transmitting any data, consequently agreement regarding providing services by electronic means is not concluded.
4. Greenway is entitled to terminate an agreement only because of important reasons such as:
  - a) breakdown of website or registration form,
  - b) breakdown of teleinformation system which generates charging code,
  - c) infringement of these terms and conditions by user,
  - d) infringement of generally applicable provisions by user.

## VIII. COMPLAINTS

1. User is entitled to make complaints regarding service provided by electronic means.
2. Complaints shall be made in writing, in form of register letter at address: Greenway Infrastructure Poland Sp. z o.o., Al. Zwycięstwa 96/98, 81 - 451 Gdynia or in electronic form at address: bok@greenwaypolska.pl.
3. Submitted complaint shall specify at least:
  - a) name and surname or company name of user with indication of correspondence address (including e-mail address),
  - b) definition of problem which is reason for complaint,
  - c) indication of expectations regarding submitted complaint.
4. Greenway shall make effort to consider all complaints immediately, but not later than within 30 days from receiving it from the user.
5. Complaints which do not meet requirements set in paragraph 3 shall not be considered.
6. Result of consideration regarding complaint will be sent to user through register letter sent to indicated correspondence address or by e-mail.

## IX. PERSONAL DATA

1. In terms of service, Greenway is processing personal data and all data necessary to perform service, involving vehicle number plates, which were submitted by user with consent for processing. Submitted data shall not be transferred to third parties regarding marketing purposes. Submitting contact and identification data is mandatory in order to provide service – generation of charging code.
2. Administrator of personal data is Greenway Infrastructure Poland Sp. z o.o. with its registered office in Gdynia Al. Zwycięstwa 96/98, 81 - 451 Gdynia.
3. Personal data and all data necessary to perform service may be transferred to entities belonging to Voltia group, in particular to GreenWay Infrastructure s.r.o. with its registered office in Dohňany, Slovakia, as well as to other connected with Greenway entities, who provide guarantee to observance personal data protection.
4. Consent for processing personal data may be cancelled in any time by user through written statement sent to physical address of Greenway or by e-mail: bok@greenwaypolska.pl. Cancellation of consent implies that user resign from service and service agreement regarding providing service by electronic means is terminated.
5. Greenway and entities, who received personal data are obliged to observance provisions of act on protecting personal data.
6. Greenway states, that he is using technical and organisational measures which provide protection of personal data and other submitted data, in particular data are protected

against disclosing to third parties, stealing by unauthorized person, damage, change, deprivation or processing with infringement provisions of generally applicable law.

## **X. INTELLECTUAL PROPERTY RIGHTS**

1. Greenway inform that, website and registration forms contain documents protected by intellectual property law, trademarks and other intangible assets which are object of protection by intellectual property law.
2. Intellectual property rights to information and documents placed on the website and registration form belong to Greenway, who is entitled to use this materials, information and trademarks.
3. User undertake to use all presented content exclusively in terms of personal use. In order to avoid any doubts it is stated that using and disposal of these materials, exceeding scope of personal use require prior written consent of Greenway or other entitled entity.
4. Greenway reserves the right to change content of website and registration form.

## **XI. FINAL PROVISIONS**

1. Greenway is not liable for temporary or constant suspension to availability to service.
2. Greenway is not liable for validity, accuracy, completeness of presented on website information, as well as its usability for user. Moreover, Greenway reserves that, he is not liable for submitted by third parties materials and for content of links to external sites.
3. Greenway does not grant guarantee for usage of website and registration form, in particular, its usage will be rendered without errors, defects or interruptions.
4. Greenway is not liable for using website and registration form by user in the way contrary to provisions of these terms and conditions.
5. User is liable for all effects as result of improper filling out registration form, in particular by submitting wrong or untrue data.
6. Greenway reserves the right to unilateral change of these terms and conditions in any time. Changes comes into effect as its publicated on the Greenway website.
7. Greenway reserves the right to change website and registration form, temporary or constant limitation to availability to service and to cancellation of service in any time.
8. Greenway reserves the right to change providing services.
9. In any matters not governed herein, the provisions of Civil code and Act on providing services by electronic means shall apply.

Herein terms and conditions come into effect 01.09.2017.