

TERMS AND CONDITIONS OF ONE TIME RECHARGING SERVICES

I. GENERAL PROVISIONS

1. These terms and conditions specify rules that govern the use of electric vehicles charging stations belonging to GreenWay Polska Sp. z o.o. network, which includes GreenWay Polska Sp. z o. o. own stations regarding one time recharging services.
2. Moreover these terms and conditions specify rules of services provided through electronic means, as referred to in art. 8 sec. 1 pt. 1 of Act of 18 July 2002 on the provision of electronic services (Dz. U. 2017 pos. 1219 with further changes) in the scope of services provided through electronic means.
3. Terms and conditions are available free of charge on www.greenwaypolska.pl website and on IT Platform in a form that enables their acquisition, preservation, reproduction and printing.
4. Client shall comply with the provisions of these terms and conditions as well as the instructions specified on the charging infrastructure and on service provider's Website.

II. DEFINITIONS

In these terms and conditions:

- a) **Act on the provision of electronic services** – the Act of 18 July 2002 on the provision of electronic services (Dz. U. 2017 pos. 1219 with further changes).
- b) **Client** – natural person, who is driver – user of electric vehicle and uses the recharging services rendered by GreenWay.
- c) **Consumer** – a natural person undertaking a legal transaction with GreenWay not directly related to his business or professional activity.
- d) **Driver Zone** – application which allows driver e.g. to check location of charging stations, check availability of charging stations, initiate the process of charging or monitor process of charging.
- e) **Electronic address** (mailing, email address) – electronic mail address that allows sending messages via computer network, including the Internet.
- f) **GreenWay** – GreenWay Polska Limited liability company with its registered office in Gdynia, al. Zwycięstwa 96/98, 81-451 Gdynia, entered into the register of entrepreneurs of the National Court Register kept by the District Court Gdansk – Północ in Gdansk VIII Economic Department of the National Court Register under KRS no 0000602098, REGON 363635970, NIP 5833195289, with capital of 5.000,00 PLN.
- g) **GreenWay Network**– electromagnetic and telecommunication infrastructure that allows charging of electric vehicle battery on charging stations belonging to GreenWay network, which includes GreenWay own stations and partner stations controlled by GreenWay.
- h) **IT Platform** – IT web applications and cloud service provided by GreenWay, which allows Client and driver to initiate the process of charging on GreenWay stations. IT Platform consist of as registration form, Driver and Client Zone, Client account and a mobile application for mobile devices.
- i) **Newsletter** – electronic press published periodically by GreenWay, which publishes, among others, information on the development of GreenWay stations, offers of services provided, promotions for the clients and the drivers, etc.
- j) **Other parties** – persons other than GreenWay and Client.

- k) **Recharging services** – recharging of electric vehicle battery and enabling use of charging station infrastructure for charging purposes.
- l) **URL address** (Uniform Resource Locator) – identification address of information resources used on the Internet and local networks.
- m) **Website** – GreenWay web page available on www.greenwaypolska.pl address.

The other terms associated with supplying of services through electronic means shall be interpreted according to the Act on the provision of electronic services.

III. TYPE AND SCOPE OF SERVICES PROVIDED BY GREENWAY

1. GreenWay shall perform the one time Recharging services on charging stations with prior identification of the Client in accordance with these terms and conditions. The localization of electric vehicles charging stations where the Recharging services are performed is available on GreenWay IT Platform.
2. Based on these Terms and Conditions GreenWay shall provide the Client with the following services associated with the Recharging services, available through the IT Platform:
 - a) services enabling the conclusion of an agreement for one time Recharging service via electronic means,
 - b) services enabling the initiation and suspension of Recharging service,
 - c) communication services – in particular submitting a complaint by the Client and sending commercial and marketing information via electronic means by GreenWay to the Client.

IV. RULES OF THE CONCLUSION OF AGREEMENT

1. The usage of GreenWay Network requires prior submission of the form available at Website and sending of all data necessary to initiate one time Recharging service and to settlement of service costs.
2. Concluding of agreement regarding one time Recharging service requires:
 - a) submission of data referred to in section 1 by Client,
 - b) granting the necessary consents to the processing of personal data to the extent necessary to perform an agreement by the Client,
 - c) acceptance of Terms and Conditions of one time Recharging service provided by GreenWay by the Client,
 - d) acceptance of non-cash payment operator's terms and conditions by the Client,
 - e) sending by GreenWay e-mail which confirms conclusion of an agreement, sent after submission of all necessary information, granting necessary consents and acceptance of Terms and Conditions by the Client.
3. The Client may at any time finish filling out the form without submitting the entered data, consequently the agreement for the one time Recharging service shall not be concluded.
4. Performing of actions referred to in section 2 enable possibility to use one time Recharging service until the end of a day of a day of registration. Submitted Client's data shall be erased:
 - a) immediately after end of Recharging service,
 - b) at midnight (0:00 AM), if Client has not initiated one time Recharging service until that time and account has been activated before 23:00 PM.
5. During filling out of form by Client it is required to provide Client's payment card details in Visa or MasterCard system. Complete data regarding the payment card is stored by the non-cash

payment operator. Greenway is entitled to verify payment card of Client. Verification is conducted by charging bank account connected with payment card with the amount of 50,00 PLN. The charged amount shall be credited to Recharging service fee. In the event, when Recharging service fee is lower than charged amount, difference shall be credited back to the Client's bank account within the fastest possible time, but no longer than 14 days.

6. In order to provide access to use of the GreenWay Network, GreenWay provide to the Client an IT Platform enabling possibility to initiate Recharging service. Client shall properly store the login data to IT Platform set by himself in the registration process.

V. TECHNICAL CONDITIONS OF SERVICES

1. Access to charging infrastructure within one time Recharging service is possible only through IT platform. In the event of communication issues between the IT system and charging stations, GreenWay shall have the right to temporary suspension of services on several or all charging stations..
2. In order to properly use the part of services that is provided electronically, the Client should have a device and software that meets the following technical conditions:
 - a) access to the Internet,
 - b) access to websites – through a web browser,
 - c) enabled JavaScript and Cookies,
 - d) possession of active email account,
 - e) possibility to receive messages via electronic mail,
3. GreenWay shall not be responsible for any interruptions in access to the Website and IT Platform. In special cases affecting the security or stability of the IT system, GreenWay reserves the right to temporarily cease or restrict the possibility of registration, without prior notice. In the event of communication issues between the IT system and charging stations, GreenWay shall have the right to temporary suspension of services on several or all charging stations.
4. GreenWay shall apply a number of protections in its IT Platform, which include data protection and their safe processing, in particular concerning personal data transferring.
5. Materials and information posted on the Website or in the IT Platform shall not constitute an offer within the meaning of the Civil Code, unless stated otherwise.
6. Information concerning the use of IT Platform are available on the GreenWay Website.
7. Client undertakes and warrants that charging of the electric vehicle at the station shall only be used to charge Client's electric vehicle in accordance with the manual of the charging station posted on the each charging station and in accordance with these Terms and Conditions.
8. GreenWay is entitled to refuse providing of services to Client, including suspension of access to IT platform, if it is justified by reasons of safety or in other events arising from legal regulation in force or in case of breach of these Terms and Conditions.

VI. PRICE LIST AND PAYMENTS

1. GreenWay shall charge Clients for services of Recharging services within Greenway Network according to price list, which contains gross prices (including current rate of tax on goods and services) and other fees or payments associated with the Recharging services. GreenWay is entitled to enter the promotional offers for all Clients, as well as the discounts and free of charge programs at the particular charger stations.
2. Current price list shall be available on the GreenWay Website. The Client accepts the pricelist during registration procedure.

3. The price for Recharging services shall constitute of the following elements:
 - a) kWh-based part of price - determined on the basis of the rate for kWh set forth in the GreenWay pricelist and the amount of kWh of electric energy provided by GreenWay Network to the vehicle of Client of the Recharging service with the consideration of section 4. below,
 - b) Minute-based part of price- determined on the basis of the rate for minute set forth in the GreenWay pricelist and charged for the time of connection of the electric vehicle to the GreenWay Network in the event of exceeding the limit of a single Recharging session set out in the GreenWay pricelist.
4. Determination of electricity consumption within the vehicle Recharging service for which the kWh-based part of price is calculated, shall take place using devices determining the volume of transmitted electric energy (in kWh) to the electric vehicle, and software for processing of the measured data into kWh, which were installed in the charging station by their producer. Determination of energy consumption might not take into consideration electricity loss, which may occur during Recharging services.
5. All payments and fees for rendered services shall be collected by GreenWay from a payment card indicated by the Client, by the non-cash payment operator cooperating with GreenWay.
6. Settlement and collection of all payments and fees shall be made on the basis of invoice issued after recharging session not later than within 7 days from end of recharging session.
7. After finishing of recharging process, the Client shall receive an e-mail message containing basic data about the Recharging service performed.
8. By accepting these terms and conditions Client grants consent to receive invoices through electronic means and accepts the above rules of payments.

VII. LIABILITY

1. GreenWay shall not be liable for lack of possibility to charge vehicle, in situations for which GreenWay is not responsible, in particular in the case of the occupation of charging station by another driver, failure of the charging station, IT Platform failure or during modernizations or updates operations. If possible GreenWay shall inform about any such failure or modernization on its Website or through the available channels of communication – SMS and email message.
2. GreenWay shall not be liable for topicality, accuracy and completeness of the information presented on the Website, as well as for their usefulness for any Client activities. In addition, GreenWay shall not be liable for content posted on the Website by third parties and for the content of links to external websites.
3. GreenWay shall not grant any warranty for the use of the Website and IT Platform, in particular that their exploitation will be free of errors, defects and interruptions.
4. GreenWay shall not be liable for the use of the Website and registration form in a way contradictory to the provisions of these Terms and Conditions.
5. Client shall be fully responsible for all consequences resulting from improper filling up of the registration form, in particular by providing incorrect or false data.
6. Disconnecting other driver's vehicles during the Recharging process is forbidden.
7. The Client shall occupy the parking place next to the charging station only for the time necessary to charge its electric vehicle.
8. Misuse of the GreenWay Network is forbidden, especially failure to use the Greenway Network and IT Platform in accordance herewith, the manual rules to use of the charger, in accordance

with its purpose and construction and abstain from using parts of the chargers other than connectors or other devices than chargers to draw recharging services.

9. GreenWay shall have the right to charge Client with penalty in the amount of 400 PLN for each violation in case:
 - a) of damage or destruction of the Greenway Network or its part by the Client,
 - b) failure to use the GreenWay Network or IT Platform in accordance with these Terms & Conditions, manual rules to use of the charger, in accordance with its purpose and construction and abstain from using parts of the chargers other than connectors or other devices than chargers to draw Recharging services,
 - c) unjustified action preventing or limiting Other parties from use of the infrastructure.
10. GreenWay's right designated in section 9 shall not exclude the possibility to claim supplementary compensation in the case of damage exceeding the amount of the contractual penalty.

VIII. COMPLAINTS

1. All complaints regarding the services shall be issued in writing to the following address: GreenWay Polska Sp. z o.o., al. Zwycięstwa 96/98, 81-451 Gdynia, or in electronic form to the address: bok@greenwaypolska.pl.
2. The complaint shall contain at least: name and surname or company name of the Client with the indication of correspondence address (including email address), the reason for complaint and content of request.
3. GreenWay shall make best efforts to resolve complaints immediately, however not later than within 14 days from the receipt of complaint from the Client.
4. Complaints, which do not contain data specified in sec. 2 shall not be resolved.
5. The Client shall be informed about the means of resolving the complaint by a registered letter sent to the provided address or through electronic means to the provided email address, depending on the method of complaint's submission.

IX. PERSONAL DATA

1. In the scope of providing services, GreenWay shall process personal data and data necessary to use services, which have been provided by the Client with his consent for data processing. Provided data shall not be made accessible to Other parties for marketing purposes. Application of contact and identification data is voluntary but also obligatory in order to provide services. Data shall be stored only for the time necessary to the performance of services to the Client, collection of payments and associated tax obligations.
2. The administrator of data shall be GreenWay Polska Limited liability company with its registered office in Gdynia, al. Zwycięstwa 96/98, 81-451 Gdynia.
3. In addition, personal data shall be transferred to the non-cash payment operator in order to register the payment card and collect payments.
4. GreenWay and parties, to whom personal data is transferred shall comply with the provisions of the Regulations (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
5. GreenWay hereby states that shall apply technical and organizational means that provide protection of personal data and other introduced data, and shall particularly secure data from its

availability to unauthorized parties, theft by unauthorized parties, destruction, change, loss or processing contrary to the provisions of applicable law.

X. PROVISIONS CONCERNING CONSUMERS

1. The provisions of this chapter shall apply only to agreements concluded with Consumers.
2. Client who during registration declared himself as a natural person not conducting business activity shall be considered a Consumer.
3. GreenWay shall deliver to Consumer a confirmation of the conclusion of an agreement by electronic means.
4. Settlements for electric vehicles charging shall be carried out according to rules specified in chapter „Price list and Payments” basing on the price list posted on the GreenWay Website.
5. Consumer shall have the right to withdraw from the concluded agreement for services of granting access to charging infrastructure within 14 days from its conclusion (registration in the GreenWay system) without providing any reason or bearing any costs, subject to section 8.
6. In order to properly withdraw from an agreement Consumer shall notify GreenWay about withdrawal from the above agreement in the form of unequivocal statement. Consumer may use withdrawal form, provided before the conclusion of an agreement, which constitutes an appendix to these terms and conditions.
7. In order to keep the deadline for agreement’s withdrawal it is enough for Consumer to send an information about the withdrawal from an agreement before the abovementioned deadline. Statement of agreement’s withdrawal may be sent via post or by electronic means to address bok@greenwaypolska.pl.
8. In case Consumer demands the performance of services before the deadline for withdrawal has passed (Consumer undertakes first electric vehicle charging transaction within 14 days from the registration in the GreenWay system), the Consumer shall pay GreenWay fee proportional to the scope of services fulfilled until the Consumer informed GreenWay of withdrawal from an agreement.
9. The exercise of the right of withdrawal shall result in blocking of the access to Client’s account on the IT Platform and as a consequence electric vehicle Recharging services shall not be available.
10. In accordance with art. 38 pt 1) Act on consumer rights, Consumer lose right to withdrawal from an agreement in the event of fulfillment of service by GreenWay (singular transaction). Hereby, GreenWay inform Consumer that he lose right to withdrawal after he initiate recharging process.
11. Consumer shall submit any and all complaints regarding the concluded agreement or performed service in accordance with rules specified in chapter VIII – “Complaints”.
12. Consumer shall have the right to use out-of-court methods of complaints and claims resolution. Information concerning these possibilities and rules of access to these procedures shall be available in offices and on websites of municipal Consumer ombudsmen, social organizations, whose statutory tasks include protection of Consumers, Provincial Inspectorates of Trade Inspection and the Internet address of the Office of Competition and Consumer Protection www.uokik.gov.pl.

XI. NEWSLETTER

1. The Client shall have the option to subscribe to GreenWay’s Newsletter. Newsletter shall be sent only to persons who have expressed their willingness to receive it via electronic means of communication at the provided email address.

2. By subscription of the Newsletter, Client grants consent to receive commercial information from GreenWay as well as to personal data processing to the extent necessary for this purpose.
3. Submission of email address by the Client for the purpose of newsletter's delivery shall be considered Client's consent to receive commercial information and to personal data processing.
4. The Client may resign from Newsletter's subscription at any time by activating the link provided in email message, which contains the Newsletter or by contacting GreenWay.

XII. INTELLECTUAL PROPERTY LAWS

1. GreenWay informs that the Website and the IT Platform contain documents protected by copyright, trademarks and other intangible assets being subject to protection of intellectual property rights.
2. Copyrights to information and materials on the Website and on the IT Platform shall belong to GreenWay, which has the appropriate right to use such materials, information or trademarks.
3. Client shall exploit all presented content solely for personal use. For the avoidance of doubt, it shall be considered that the use and manipulation of this content beyond the limits of permitted personal use requires the prior written consent of GreenWay or other authorized party.

XIII. FINAL PROVISIONS

1. These terms and conditions shall be available in two language versions – Polish and English – with the proviso that in case of discrepancy the polish version shall prevail.
2. GreenWay hereby informs that in relation to services, ethical codes as referred to in art. 661 § 2 pt. 6 of the Civil Code and good practice codes as referred to in regulations on counteracting unfair market practices, shall not be applied.
3. GreenWay shall have the right to implement changes in the Website and the registration form at any time, temporary or permanent restrict service availability, and moreover to total withdrawal of services.
4. In matters not covered by these terms and conditions the provisions of Act of 23 April 1964 – the Civil Code and Act of 18 July 2002 on the provision of Act of 18 July 2002 on the provision of electronic services shall apply.
5. These terms and conditions shall enter into force on the 2nd of April 2018 and shall apply to services provided from this date.

Appendix 1. Withdrawal form

Place and Date

*First and last name, address
Client number*

GreenWay Polska Sp. z o.o.

Al. Zwycięstwa 96/98

81 - 451 Gdynia

DECLARATION OF WITHDRAWAL FROM THE AGREEMENT

I hereby declare that I withdraw from the agreement concluded on _____ concerning services of granting access to charging infrastructure used to recharging of electric vehicles.

Consumer's signature