

## TERMS AND CONDITIONS OF MULTIPLE RECHARGING SERVICES

### I. GENERAL PROVISIONS

1. These terms and conditions specify rules that govern the use of electric vehicle charging stations belonging to the GreenWay Polska Sp. z o.o. network, which includes GreenWay Polska Sp. z o.o.'s own stations and partner stations controlled by GreenWay Polska Sp. z o.o. on the basis of separate contracts.
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 the Act of 18 July 2002 on the provision of electronic services (Dz. U. 2017 pos. 1219 with further changes) on the scope of services provided through electronic means.
3. Terms and conditions are available on [www.greenwaypolska.pl](http://www.greenwaypolska.pl) and on our IT Platform in a form that enables their acquisition, preservation, reproduction and printing.
4. Terms and conditions constitute an integral part of the agreement concluded by the service provider and Client.
5. Client shall comply with the provisions of these terms and conditions as well as the instructions specified on the charging infrastructure and on the service provider's Website.

### II. DEFINITIONS

In these terms and conditions:

- 1) **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).
- 2) **Agreement** – the agreement for supply of services concluded between Client and GreenWay.
- 3) **Client** – natural person, legal person or organizational unit, which enters into an agreement of recharging services and indicating the Drivers entitled to use the recharging services by the GreenWay network.
- 4) **Client Zone** – application which allows Client i.e. to receive detailed information about charging sessions, information about payment and invoices or possibility to change personal data.
- 5) **Consumer** – a natural person undertaking a legal transaction with GreenWay not directly related to his business or professional activity.
- 6) **Driver** – natural person who is user of an electric vehicle and uses services provided by GreenWay.
- 7) **Driver Zone** – application which allows Driver i.e. to check location of charging stations, check availability of charging stations, initiate the process of charging or monitor the process of charging.
- 8) **Electronic address** (mailing, email address) – electronic mail address that allows sending messages via computer network, including the Internet.
- 9) **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 Gdańsk – Północ in Gdańsk VIII Economic Department of the National Court Register under KRS no 0000602098, REGON 363635970, NIP 5833195289, with capital of 5.000,00 PLN.

- 10) **GreenWay Network**– electromagnetic and telecommunication infrastructure that allows charging of electric vehicle battery on charging stations belonging to the GreenWay network, which includes GreenWay’s own stations and partner stations controlled by GreenWay.
- 11) **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 consists of a registration form, Driver and Client Zone, Client account and a mobile application for mobile devices.
- 12) **Newsletter** - electronic press published periodically by GreenWay, which publishes, among other things, information on the development of GreenWay stations, offers of services provided, promotions for the Clients and the Drivers, etc.
- 13) **Other parties** – persons other than GreenWay and Client and Driver.
- 14) **Recharging services** - recharging of electric vehicle battery and enabling use of charging station infrastructure for charging purposes.
- 15) **RFID Card** - individual card based on RFID (Radio-Frequency Identification) technology issued to the Driver and assigned to his account, designed for Driver’s correct identification as well as the activation and suspension of the charging process.
- 16) **URL address** (Uniform Resource Locator) – identification address of information resources used on the Internet and local networks.
- 17) **Website** – GreenWay web page available on [www.greenwaypolska.pl](http://www.greenwaypolska.pl).

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 Recharging services on charging stations with prior identification of the Driver in accordance with these terms and conditions. The location of electric vehicles charging stations where the Recharging services are performed is available on GreenWay’s 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 via electronic means,
  - b) services enabling the initiation and suspension of charging,
  - 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,
  - d) information services - consisting of providing information at the request of the Client posted on the IT Platform by displaying a page with a specific URL address containing information individually requested by the Client.
3. GreenWay has concluded roaming agreements with operators providing electric vehicle charging services, which provide GreenWay Clients with charging services in the charging networks of these roaming partners. The current list of roaming partners shall be posted on the Website. The prices for individual roaming services shall be specified in a price list and the terms and conditions of each roaming partner.

### IV. CLIENT REGISTRATION AND RULES OF THE CONCLUSION OF AGREEMENTS

1. By the conclusion of an agreement GreenWay shall provide Client the Recharging services on rules governed by these terms and conditions.

2. The usage of GreenWay network requires prior registration of the Client through the IT Platform. The Client is entitled to indicate during the registration the list of Drivers covered by an agreement, but the maximum is 4 (four) Drivers. If the Client wants to have more Drivers covered by the agreement, he shall contact GreenWay through [bok@greenwaypolska.pl](mailto:bok@greenwaypolska.pl).
3. Concluding an agreement requires:
  - a) The Client completing the registration form available on the GreenWay Website,
  - b) The Client to grant the necessary consents to the processing of personal data to the extent necessary to perform an agreement,
  - c) The Client to accept the terms and conditions for supply of services by GreenWay,
  - d) The Client to accept non-cash payment operator's terms and conditions,
  - e) The sending, by GreenWay, of an 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.
4. The Client may at any time finish filling out the form without submitting the entered data, consequently the agreement for the provision of services shall not be concluded.
5. During Client's registration it is required to provide Client's payment card details in Visa or MasterCard systems. Complete data regarding the payment card is stored by the non-cash payment operator. GreenWay is entitled to verify the payment card of the Client. Verification is conducted by charging the bank account connected with the payment card the amount of 1,00 PLN. The charged amount is credited back to the Client's bank account within 14 days. Verification of payment card is conducted during registration of the Client or the adding of a new payment card in IT platform.
6. Client shall have the right to delete payment card's details stored by operator at any time. If no active payment card belonging to the Client is registered, the use of Recharging services shall not be possible.
7. Data entered via the IT Platform shall be considered as Client input. Client declares that entered data are true and correct. Client shall have the right to update data at any moment through the IT Platform.
8. The Client declares that s/he has all necessary consents of Drivers for entering and using their personal data. GreenWay is entitled to send to the Drivers e-mail to confirm their consent for using their personal data.
9. After Client's registration and after Client's verification, GreenWay shall issue an individual RFID Card free of charge for each registered Driver. In addition, GreenWay shall provide Client and Driver with access to the IT Platform.
10. RFID card shall be sent to the address indicated on the registration form within 3 business days from conclusion of the contract according to section 3 hereabove. GreenWay shall not be responsible for problems with RFID Card delivery resulting from providing an incorrect address or issues concerning postal operator.
11. RFID Card is granted an individual number allowing accurate identification of the Driver. The transfer of card's ownership shall be strictly forbidden.
12. RFID Card is not a payment card and shall be used only for the Driver's identification as well as the initiation and conclusion of charging on GreenWay and roaming partners stations.
13. In case of loss, destruction or theft of an RFID Card, the Client shall notify GreenWay about this fact and shall have the right to make a request for a new RFID Card as well as additional RFID Card to GreenWay. The Client shall bear the cost of 25,00 PLN gross value for issuing and sending of the RFID Card duplicate or additional RFID Card. In order to receive RFID Card's duplicate or additional RFID Card the Client shall send a proper request to the email address

[bok@greenwaypolska.pl](mailto:bok@greenwaypolska.pl) or through the IT Platform. After submitting the request, the payment for obtaining and sending of RFID Card's duplicate shall be collected through the non-cash payment operator in accordance with the accepted terms and conditions of payment. The duplicate shall be sent to Client's address within 3 business days from the date of payment's receipt.

14. The loss, destruction and theft of RFID Card shall not influence the possibility to initiate the process of charging through the IT Platform.
15. In order to provide access to the registration data and use of the GreenWay network, GreenWay provides Client an IT Platform enabling access to the Client's account. Client shall properly store the login password set by himself in the registration process in order to secure access to his data by Other parties.

## V. TECHNICAL CONDITIONS OF SERVICES

1. Access to Recharging services in the GreenWay Network is possible with use of the RFID Card or through the IT Platform. Additionally, Driver is entitled to order the initiation of Recharging processes by a GreenWay operator over the telephone, which is a paid service according with pricelist.
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,
  - f) in case of using a mobile application, acceptable platforms and software versions shall be available on GreenWay's Website or websites, which shared this mobile application.
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 and access to the Website or IT Platform without prior notice. In the event of communication issues between the IT system and charging stations, GreenWay shall have the right to temporarily suspend 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 transfer.
5. Materials and information posted on the Website or on the IT Platform shall not constitute an offer within the meaning of the Civil Code, unless stated otherwise.
6. Sending illegal information or content, offensive content, misinformation or misleading information, as well as content containing viruses or that may cause disruptions or damage to computer systems, in particular through the form available on the IT Platform, shall be strictly prohibited. In the case of sending such content, GreenWay shall have the right to make a claim for damages directly to the Client on the terms set out in the Civil Code.
7. Information concerning the use of the IT Platform are available on the GreenWay Website.
8. Client undertakes and warrants that charging of the electric vehicle at the station shall only be used to charge Driver's electric vehicle in accordance with the manual of the charging station posted on each charging station and in accordance with these Terms & Conditions.

## VI. PRICE LIST AND PAYMENTS

1. Services stated in these terms and conditions shall be provided free of charge until the 6th of May 2018.
2. Starting from the 7th of May 2018 GreenWay shall charge Clients for services related to providing access to the GreenWay Network according to the 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 provide the promotional offers for all Clients, as well as the discounts and free-of-charge programs at the selected charger stations.
3. GreenWay shall have the right to postpone the beginning of Recharging service by the GreenWay Network - in such case, the Client shall be notified of this fact via electronic means of communication.
4. The current price list for Clients shall be available on the GreenWay Website. The Client accepts the pricelist during the registration procedure. The Client is obliged to account for any payments associated with the Recharging services performed for indicated Drivers assigned to Client's account.
5. The price for Recharging services is comprised of the following elements:
  - a) The kWh-based part of the 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 the GreenWay Network to the vehicle of Driver the Recharging service, with consideration of section 6. below,
  - b) The minute-based part of the price- determined on the basis of the rate for minutes set forth in the GreenWay pricelist and charged for the time period when the vehicle is connected to the charging station, exceeding the limit of a single Recharging session as set out in the GreenWay pricelist.
6. Determination of energy consumption within the vehicle - Recharging service for which the kWh-based part of the 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.
7. All payments and fees for services shall be collected by GreenWay from a payment card indicated by the Client, by the non-cash payment operator cooperating with GreenWay.
8. Payment for performed services and other payments indicated in pricelist shall be collected monthly, on the basis of a collective invoice, issued by the 15th day of the subsequent month, which shall include all Recharging services performed for all of the assigned Drivers in the Client's account in a given month.
9. GreenWay shall have the right to modify the model of settlement for the Recharging services and payment collection after each recharging session. In such case, Client shall receive an electronic invoice for a given recharging session. Client shall be notified about such model of payment settlement via email within 30 days prior to the planned date of its implementation.
10. After completion of the recharging process, the Client shall receive an e-mail message containing basic data about the Recharging service performed. GreenWay shall have the right to temporarily suspend sending of this information, in particular in the event of problems in communication with the GreenWay Network.
11. In case GreenWay receives information about the loss of Client's payment card, its reservation, expiration or refusal of payment for any reason, GreenWay shall have the right to block the

Driver's RFID Card and ability to initiate charging using the IT Platform, which shall result in the inability to use Recharging services until the Client provides data regarding an active payment card.

12. In case of lack of payment exceeding 7 days, GreenWay shall have the right to block Client's, and all Driver's on Client's account, RFID Card and ability to initiate charging using the IT Platform, which shall result in the inability to use Recharging services until all due payments are settled.
13. By accepting these terms and conditions Client grants consent to receive invoices through electronic means and accepts the above rules of payment.

## VII. CONDITIONS FOR TERMINATING AGREEMENTS

1. GreenWay may terminate an agreement with the Client for substantial reasons, in particular:
  - a) Technical obstacles in providing of services,
  - b) Client's or Driver's breach of provisions of these terms and conditions,
  - c) Client's or Driver's breach of generally applicable law.
2. Termination of an agreement by GreenWay shall take place in writing with 7 days notice.
3. Client may terminate an agreement (resign from services) at any time – by submitting an unambiguous statement of termination in writing – through post or electronic means to the address [bok@greenwaypolska.pl](mailto:bok@greenwaypolska.pl). In case of termination, Client shall not be obliged to return the RFID Card. Client shall lose the right to use electric vehicle Recharging services – RFID Card and access to Client's and Driver's account in the IT Platform will be blocked.
4. GreenWay may refuse to provide services to the Client, including blocking the RFID Card and access to the IT Platform, if it is justified by security reasons and in other cases resulting from the provisions of applicable law, or in the case of violation of these terms and conditions.

## VIII. LIABILITY

1. GreenWay shall not be liable for the lack of possibility of charging a vehicle, in situations for which GreenWay is not responsible, in particular in the case of the occupation of a charging station by another Driver, failure of the charging station, IT Platform failure, temporary deactivation or damage of the RFID Card or during exploitation, repair, modernization or update operations. If possible, GreenWay shall inform Clients 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 another 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 with 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 a penalty in the amount of 400 PLN for each violation in case:
  - a) of damage or destruction of the GreenWay Network or any part of it by the Client,
  - b) failure to use the GreenWay Network or IT Platform in accordance with these Terms & Conditions, manual to use 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) misuse of RFID Cards (use by Other parties, for free or even for payment),
  - d) unjustified action preventing or limiting Other parties from use of the infrastructure.
10. In case of any violation caused by the Driver, which was covered in the agreement with the Client, the Client is responsible for such violation and is obliged to pay the additional fee mentioned above.
11. 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.

## IX. 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](mailto: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 its 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 letter sent to the address provided or through electronic means to the email address provided, depending on the method of complaint's submission.

## X. PERSONAL DATA

1. In the scope of providing services, GreenWay shall process personal data and data necessary to use the services, in particular including vehicle registration number, 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 for the performance of services to the Client and collection of payments.
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. Personal data and data necessary to use services may be transferred to parties belonging to Voltia capital group, in particular to GreenWay Infrastructure s.r.o. with its registered office in Dohnany, Slovakia, as well as to other parties related to GreenWay, which shall guarantee to comply with data protection provisions.

4. In addition, personal data shall be transferred to the non-cash payment operator in order to register the payment card and collect payments.
5. The consent to personal data processing may be cancelled by the Client and the Drivers at any time through a written statement sent to GreenWay's postal address or email address: [bok@greenwaypolska.pl](mailto:bok@greenwaypolska.pl). Cancellation of consent shall be equivalent to the resignation from services provided on previous terms and denunciation of a service agreement.
6. 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).
7. GreenWay hereby states that it shall apply technical and organizational means that provide protection of personal data and other introduced data, and in particular shall secure data from unauthorized parties, from theft by unauthorized parties and from destruction, change, loss or processing contrary to the provisions of applicable law.

## **XI. 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 the chapter „Price list and Payments” being based on the price list posted on the GreenWay Website.
5. Consumer shall have the right to withdraw from the agreement for services within 14 days from its conclusion (registration in the GreenWay system) without providing any reason or bearing any costs.
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 the 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 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 the address [bok@greenwaypolska.pl](mailto: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 a fee proportional to the scope of services fulfilled before the Consumer informed GreenWay of withdrawal from the agreement.
9. The exercise of the right of withdrawal shall result in blocking of the RFID Card and access to Client's account on the IT Platform and as a consequence electric vehicle recharging services shall not be available.
10. Consumer shall submit any and all complaints regarding the concluded agreement or performed service in accordance with rules specified in chapter IX – “Complaints”.
11. 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](http://www.uokik.gov.pl).

## **XII. NEWSLETTER**

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

## **XIII. INTELLECTUAL PROPERTY LAWS**

1. GreenWay states that the Website and the IT Platform contain documents protected by copyright, trademarks and other intangible assets being subject to the 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 understood 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.

## **XIV. 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 unilateral right to implement changes in these terms and conditions for significant reasons such as change in the applicable law or offer's expansion. GreenWay shall have the unilateral right to implement changes in the pricelist. The implemented changes shall be effective on the date of publishing on the GreenWay Website while Client shall be informed about such changes by dedicated means of communication.
4. Change of terms and conditions and the pricelist shall be effective in relation to Clients who do not resign from the services within 30 days from the receipt of information about the change of these terms and conditions. The expression of disagreement to amend terms and conditions or the pricelist, as referred to in the previous sentence, shall be tantamount to the termination of agreements for the provision of services by electronic means between the Parties with effect on the date of change of terms and conditions.

5. GreenWay shall have the right to implement changes in the Website and the registration form at any time, temporarily or permanently restrict service availability, and to withdraw services entirely.
6. 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 electronic services shall apply.
7. These terms and conditions shall enter into force on the 2nd of April 2018 and shall apply to services provided from this date forward.

**Appendix 1. Withdrawal form.**

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*Place and date*

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*First and Last Name, address,  
Client number*

**GreenWay Polska Sp. z o.o.**

Al. Zwycięstwa 96/98

81 - 451 Gdynia, Poland

**DECLARATION OF WITHDRAWAL FROM THE AGREEMENT**

I hereby declare that I withdraw from the agreement concluded on \_\_\_\_\_  
concerning providing the recharging services.

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*Consumer's signature*