

## TERMS AND CONDITIONS OF PROVIDING SINGLE CHARGE SERVICES

### I. GENERAL PROVISIONS

1. This document defines the rules for using electric vehicle charging stations which belong to the network GreenWay Polska sp. z o.o., including stations which belong to GreenWay Polska sp. z o.o. along with partner stations under the management of GreenWay Polska sp. z o.o. by the virtue of separate contracts regarding single charge services.
2. This document constitutes also terms and conditions for the provision of services electronically, as stipulated in the Act on Performing Services Electronically 2002, art 8(1)(1) (Polish title: ustawa z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną, art. 8, ust. 1, pkt 1 (Dz. U. z 2017 r. poz. 1219 z późn. zm.), insofar as the part of services which are performed electronically.
3. Terms and Conditions are available online free of charge, on the website [www.greenwaypolska.pl](http://www.greenwaypolska.pl) as well as on an IT Platform, in a form which allows them to be obtained, recorded, reproduced, and printed.
4. The client is bound by the provisions of this document and instructions placed on charging infrastructure, and on the website of the service provider.

### II. DEFINITIONS

Terms used in this document have the following meaning:

- a) **Electronic address** (email address, email) – the address of electronic mail which allows for the sending of messages through a computer network, including the internet;
- b) **URL address** (Uniform Resource Locator) – the identifying address of information resources used in the internet, and local networks;
- c) **GreenWay** – GreenWay Polska Spółka z ograniczoną odpowiedzialnością (limited liability company) with its seat in Gdynia, Al. Zwycięstwa 96/98, 81-451 Gdynia, registered in the entrepreneur register of the Judicial Country Register (Polish: Krajowy Rejestr Sądowy), conducted (FIND A DIFFERENT WORD!) by the Regional Court (Polish: Sąd Rejonowy) Gdańsk-Północ in Gdańsk, VIII Economic Division of the Judicial Country Register, the KRS number being 0000602098, REGON 363635970, NIP 5833195289, and the company capital being 5.000,00 zł; REORDER THIS PARAGRAPH!
- d) **Client** – a natural person who is a driver-user of the electric vehicle and who uses services provided by GreenWay;
- e) **Consumer** – a natural person who is engaging in legal acts with GreenWay outwith the direct scope of her/his economic or professional activities;
- f) **Newsletter** – an electronic newspaper published periodically by GreenWay, in which information about the development of GreenWay stations, provided service offers, promotions for clients etc. is published;
- g) **Third parties** – parties other than GreenWay, or the client;
- h) **IT Platform** – IT system composed of an internet application provided by GreenWay, enabling the client to initiate the charging process at GreenWay stations.
- i) **Driver's portal** – an application which allows the driver inter alia to check the location of a charging station, the availability of charging stations, to initiate or monitor the process of charging;
- j) **The GreenWay network** – electrical and telecommunication infrastructure which allows for the charging of an electric vehicle battery at charging stations belonging to the GreenWay

network, including GreenWay's own stations, as well as partner stations administered by GreenWay;

- k) **Internet website** – the internet website of GreenWay available at [www.greenwaypolska.pl](http://www.greenwaypolska.pl).
- l) **Charging service** – the charging of an electric vehicle battery, and the enabling of a charging station infrastructure to complete charging;
- m) **Act on Performing Services Electronically 2002** – an Act of the Polish Parliament from the day of 18<sup>th</sup> July 2002 (Dz. U. z 2017 r. poz. 1219 z późn. zm.)

Other terms linked with the provision of services electronically are to be given the meaning as prescribed by the Act on Performing Services Electronically 2002.

### III. TYPE AND SCOPE OF SERVICES PROVIDED BY GREENWAY

1. In accordance with this document, GreenWay provides a single charge service at charging stations after a prior identification of the client. The list of electric vehicle charging stations locations, where this service is provided, is available on the GreenWay IT Platform.
2. By the virtue of this document, GreenWay makes available to the client, via its IT Platform, the following services linked with the charging service:
  - a) services allowing the making of a contract for a single charge via electronic means;
  - b) services allowing the initiation and the termination of charging services;
  - c) communication services, in particular the making of complaints by the client and sending commercial and marketing information to the client by GreenWay via electronic means;
  - d) information services which are based on the client's individual request, and make available information published as a part of the IT Platform by viewing a website with a specific URL address, which includes the individually requested by the user information data.
3. Partner stations which operate as a part of the GreenWay network, at which charging services may be provided according to GreenWay's pricelist, or separate rules.

### IV. TERMS AND CONDITIONS OF MAKING CONTRACTS

1. Using the GreenWay network requires a prior completion of a form available on the internet website or the IT Platform, and submitting necessary data for a single charge service initiation, and its calculation.
2. The making of a contract as a part of the single charging service requires:
  - a) the submission of data as stipulated in s 1 by the client;
  - b) the granting of necessary permissions by the client to process data within the scope necessary to contract execution;
  - c) the acceptance of the terms and conditions of providing the single charge service by GreenWay by the client;
  - d) the acceptance of the operator's terms and conditions of cashless payments by the client;
  - e) the sending of an email by GreenWay confirming contract formation, sent upon the transmission of all the necessary information, and the granting of all the necessary permissions and acceptances by the client.
3. The client can at any time cease to complete the form without sending the provided data, and as a consequence a contract for the provision of single charge services will not be made.
4. The execution of acts stipulated in s 2 allows for the use of the single charge service until the end of the day in which registration was completed. Client's data shall be removed:
  - a) immediately after the completion of charging;

- b) at midnight (0:00) if the client did not initiate the charging service prior to that hour, and the account was activated before 23:00.
5. During client registration, details of the payment card, operating either in Visa or MasterCard system, shall be provided. GreenWay intends to add other payment systems in the future, systems for which authorisation details shall be provided.
  6. Complete data relating to the payment card are stored by the cashless payment operator. GreenWay has the right to verify the client's authorisation details. Verification is conducted by burdening the account linked with the client's payment system with the amount of 50,00 zł. The obtained amount shall be assigned to the payment for the charge service. In the case where the value of the service will be lower than the obtained amount, the difference shall be returned to the client's bank amount at the fastest possible date, but no longer than 14 days.
  7. For the purposes of using the GreenWay network by the client, GreenWay shall make available the IT Platform to client to allow the initiation of the charge service. The client is obliged to store the login data for the IT Platform in an appropriate manner, which s/he established during the registration process.

## **V. TECHNICAL TERMS AND CONDITIONS OF THE PROVISION OF SERVICES**

1. Within the framework of the single charge services, access to the charging infrastructure is possible only via the IT Platform. In the case where communication problems arise between the IT system and the charging stations, GreenWay reserves the right to cease temporarily the provision of a service on some or all charging stations.
2. For the proper usage of the part of a service provided electronically, the client should have at her/his disposal a device and software which fulfils the following technical requirements:
  - a) access to the internet;
  - b) access to WWW websites via a WWW browser;
  - c) active JavaScript support and Cookies;
  - d) possession of an active email account;
  - e) the possibility of receiving emails;
  - f) in the case of using the mobile app, the accepted platforms and system versions available on GreenWay's website or websites on which the mobile app has been shared.
3. GreenWay is not responsible for pauses in the access to the internet website, or the IT Platform. In particular cases, which influence the security or the stability of the IT system, GreenWay reserves the right to a temporary suspension or restriction of registration, without prior notice. In the case of problems with communication between the IT systems and the charging stations, GreenWay reserves the right to a temporary suspension of service on some or all charging stations.
4. On its IT Platform GreenWay applies a number of measures which cover the protection of input data and their secure processing, in particular within the scope of the transmitted personal data.
5. The materials and information published on the internet website or the IT Platform do not constitute an offer within the meaning of the Civil Code provisions, unless ascertained to the contrary.
6. The information regarding the manner in which the IT Platform is to be used is available on GreenWay's internet website.
7. The client binds herself/himself and guarantees that the charging of the electric vehicle at the station will be used to the exclusion of her/his electric vehicle, in accordance with the instruction manual available on the charging infrastructure, and in accordance with this document.

- GreenWay may refuse the provision of services to the client, including blocking her/his access to the IT Platform, if it is justified by safety considerations, or in other instances due to the provisions of enacted law, or in the case of a breach of this document.

## VI. PRICE LIST AND PAYMENTS

- The client is burdened by GreenWay with fees for the charge service in GreenWay's network, in accordance with the established price list, the prices on which are gross (after taking into consideration the valid value added tax (VAT) rate), and other fees and payments linked with the charge service, as well as other fees for other auxiliary services offered by GreenWay. GreenWay has the right to introduce promotional offers for all clients, as well as to change the prices of provided services at particular charge stations.
- The current price list of GreenWay is available on GreenWay's website. The client accepts the price list during registration. In the case of using other prices at particular charging stations, including partner stations, GreenWay shall publish information on this matter via the IT Platform.
- The charged price for the service is composed of two elements:
  - the rate per kWh – based on both the rate for a kWh of energy provided by the GreenWay network, which is fixed in GreenWay's price list, and the amount of energy supplied by the GreenWay network to the client's vehicle, having in consideration s 5 below.
  - the rate per minute – calculated on the basis of rate per minute fixed in GreenWay's price list, and calculated on the basis of time the vehicle was connected to the GreenWay network in the case of exceeding the minute limit of a single charging session, as stipulated in GreenWay's price list.
- In the case of partner stations which are not covered by GreenWay's price list, the fee is calculated on separate rules to those in the pricing plans and in GreenWay's price list. Such stations are marked accordingly in the Driver's Portal, and the supplied information also includes the valid price list in the given location.
- As part of the vehicle charging service, the measurement of the energy levy for which a rate is calculated per kWh is conducted by means of measuring appliances, which give the volume of electrical energy (in kWh) transferred to the electric vehicle and the software used to process such measurement data, which are installed in a charging station by their manufacturer. The measurement may not take into account the energy loss which may occur during the duration of the process of providing of the charging service.
- GreenWay reserves the right to introduce additional services to the price list, which are not directly related with the charging service, which are available via [bok@greenwaypolska.pl](mailto:bok@greenwaypolska.pl). Additional services are accounted for independently of the charging service, with the appropriate application of the provisions of this document found below, or separate terms and conditions available at [www.greenwaypolska.pl](http://www.greenwaypolska.pl).
- All payments for the provided services and fees, are charged by GreenWay from the payment card as indicated by the client, via the operator of cashless payments cooperating with GreenWay.
- The accounting for charging services, and the charging of fees proceeds on the basis of the issued invoice, shall take place after the charging session has ended, but not later than 7 days from the end of the session.
- After the end of charging, the client receives information via email, which includes basic data concerning the performed charging service.

10. By accepting this document, the client gives her/his approval for the receipt of invoices via electronic means and the above payment rules.

## VII. LIABILITY

1. GreenWay is not liable for lack of an opportunity to charge a vehicle at particular stations for which GreenWay is not responsible, in particular in the case of the occupation of a station by another driver, the application of an adapter, a fault of a charging station, a fault of the IT Platform, or due to modernisation works. Whenever possible, GreenWay will inform via its website or provided contact channels – text message, e-mail, or the client’s portal, about every fault and modernisation works.
2. GreenWay is not liable for topicality, accuracy, and completeness of the information presented on the website, as well as their usefulness for any of client’s acts. Furthermore, GreenWay makes a reservation that it is also not liable for the materials of third parties placed on the website, as well as the content of references to external websites.
3. GreenWay does not guarantee the use of the website and IT Platform, in particular that the use of them will be unencumbered by faults, flaws, or breaks.
4. GreenWay is not liable for the use by the client of the website and the registration form, which is in contravention of the provisions of this document.
5. The client is liable for any consequences arising out of the improper filling out of the registration form, in particular where incorrect or false data is provided.
6. It is prohibited to disconnect vehicles of other drivers, during charging.
7. The client should take up the parking space next to the charging station only for a period which is necessary for the charging of her/his electric vehicle.
8. The improper use of the infrastructure of the GreenWay network is prohibited, in particular the use of the GreenWay network and the IT Platform in contravention of this document, and the rules on the use of charging stations, taking into account the purpose and the construction of the charging station, including non-usage of parts of charging stations other than connectors or appliances intended for the use of the charging service.
9. GreenWay reserves the right to burden the client for any breach with an additional fee specified in the price list, in the case of:
  - a) damaging or destroying the GreenWay network or a part thereof by the client;
  - b) the improper use of the GreenWay network or the IT Platform as stipulated by this document, the manual for the use of a charging station, taking into account the purpose and the construction of the charging station, including the use of a part of the charging station other than the connectors or appliances intended for the use of the charging service;
  - c) unjustified prevention or limitation of the use of the infrastructure by third parties.
10. GreenWay’s rights specified in s 9 does not preclude the possibility of claiming supplementary compensation in the case of a damage exceeding the amount of the contractual fee.

## VIII. COMPLAINTS

1. All complaints concerning services may be made in written form and sent to: GreenWay Polska Sp. z o.o., Al. Zwycięstwa 96/98, 81-451 Gdynia, or in electronic form and sent to: bok@greenwaypolska.pl.

2. The filed complaint should at least specify: the name and surname or the name of the client's company, indicating both the postal, and the e-mail addresses, the reason for the complaint, and the content of the claim.
3. GreenWay shall make an effort that complaints be examined promptly, but not later than 14 days from the receipt thereof from the client.
4. Complaints which do not contain the data specified in s 2 shall not be examined.
5. The client will be informed about the manner in which the complaint is examined via registered mail, which is sent to the specified postal address or to the specified e-mail address, contingent on the manner of filing of the complaint.

## **IX. PERSONAL DATA**

1. As part of the provided services, GreenWay processes personal data and data necessary for the usage of services, which have been transferred along with the approval for their processing by the client. The transferred data shall not be transferred to third parties for marketing purposes. The submission of contact and identification data is voluntary, but essential for the use of services by the client, the fulfilment of payments and the linked tax obligations.
2. GreenWay Polska Spółka z ograniczoną odpowiedzialnością (limited liability company) with its seat in Gdynia, Al. Zwycięstwa 96/98, 81-451 Gdynia is the administrator of the data.
3. Personal data is also transferred to the operator of cashless payments, for the purposes of the registration of a payment card, and the fulfilment of payments.
4. GreenWay and entities which have been given personal data, abide the Regulation (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 states that it applies technical and organisational means, which provide for the protection of personal data and other input data, in particular it secures data from the transmission thereof to unauthorised parties, the taking thereof by an unentitled party, the destruction, amendment, loss, or the processing of data in contravention of the valid law.

## **X. PROVISIONS BINDING CONSUMERS**

1. The provisions of this Chapter apply only to contracts with consumers.
2. A person will be deemed to be a consumer, when during registration, the driver states that s/he registers as a natural person, who does not conduct an economic activity.
3. The confirmation of the making of an off-premises contract is transmitted by GreenWay to the consumer via electronic means.
4. The account for the electric vehicle charging service shall take place according to rules specified in the Chapter 'Price List and Payments,' on the basis of the price list published on GreenWay's website.
5. The consumer has the right to withdraw from the concluded contract for the provision of charging infrastructure services up to 14 days from the day of the conclusion of contract (by registering in GreenWay's system), without stating any cause, and without incurring costs, taking into consideration s 8.
6. To be able to use the right to withdraw, the consumer must inform GreenWay about the withdrawal from the aforementioned contract, in the manner of a unequivocal statement. The consumer may use the template form for the withdrawal from the aforementioned contract, supplied before the conclusion of this contract, which constitutes an attachment to this document.



7. To preserve the deadline for the withdrawal from the aforementioned contract, it suffices that the consumer sends information concerning the exercise of her/his right to withdrawal from the aforementioned contract, before the deadline runs out. The declaration about the withdrawal may be sent by the consumer via post, or by electronic means to bok@greenwaypolska.pl.
8. If the consumer demands that the provision of services commences before the deadline for the withdrawal from the contract passes (s/he will make the first electric vehicle charging transaction within 14 days from registration in GreenWay's system), s/he will be bound to pay GreenWay a proportional amount to the scope of the provided services from the moment in which the consumer informed GreenWay about the withdrawal from the contract.
9. The use of the right of withdrawal will block of access to the driver's account on the IT Platform, and as a consequence preclude the use of the electric vehicle charging service.
10. In accordance with the Consumer's Rights Act, art 38(1) (Ustawa o prawach konsumenta), once the provision of services has been fulfilled by GreenWay, the consumer forfeits the right to withdraw from the contract (single transaction). GreenWay hereby informs the consumer that once charging commences, the consumer forfeits the right to withdraw in this case.
11. The consumer may submit all complaints in connection with the concluded contract, or service provided in accordance with the rules specified in Chapter VIII 'Complaints.'
12. The consumer has the possibility to use extra-judicial means to examine complaints, and to make demands. Information pertaining to such possibilities and the rules for access to such procedures are available in the office, and on websites of county (powiat) consumer ombudsmen, charities which have in their statute the task of consumer protection, Provincial (Voivodship) Commerce Inspection Inspectorates, as well as on the website of the Office of Competition and Consumer Protection (UOKiK) at [www.uokik.gov.pl](http://www.uokik.gov.pl).

## **XI. NEWSLETTER**

1. The client has the opportunity to subscribe to GreenWay's Newsletter. The Newsletter is only sent to persons who have communicated the desire to receive it via electronic means at the specified e-mail.
2. By subscribing to the Newsletter, the client gives her/his approval for the transmission to her/him commercial information, and also for the processing of personal data within the necessary scope.
3. The submission of the driver's e-mail for the receipt of the Newsletter, is deemed to constitute the granting of the approval for the processing of the client's personal data.
4. The client may at any time reject the Newsletter subscription, and for this to occur s/he needs to activate a link in the e-mail with the Newsletter, or contact GreenWay.

## **XII. INTELLECTUAL PROPERT RIGHTS**

1. GreenWay informs that the website and the IT Portal contain documents which are protected by copyright law, trade marks, and other intangible goods which are subject to intellectual property law protection.
2. Copyright to information and materials which are found on the website, and the IT Portal belong to GreenWay, which is in possession of the necessary right which allows the use of such materials, information, and marks.
3. The client is bound to use all presented content exclusively within the scope of her/his own personal use. For the avoidance of doubt it is stated that the use and the disposal of this

content outwith the scope of the permitted personal use requires the prior written approval from GreenWay or any other entitled legal entity.

### XIII. FINAL PROVISIONS

1. This document is available in two languages, Polish, and English, with the reservation that in the case of any doubt, the conclusive version is the Polish one.
2. GreenWay informs that in conjunction with the provision of services it does not apply ethical codes within the meaning of the Civil Code (Kodeks cywilny), art 661, § 2(6), nor a good practices code within the meaning of the provisions countering unfair market practices.  
←SPRAWDZIĆ!
3. GreenWay reserves the right to amend at any time the website and the registration form, temporary or permanent restriction in the availability of services, as well as a complete withdrawal of services.
4. Matters unregulated by this document are regulated by the relevant provisions of the Civil Code (Ustawa z dnia 23 kwietnia 1964 r. – Kodeks cywilny), and the Provision of Services by Electronic Means Act 2002 (Ustawa z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną).
5. This document comes into force from the 1<sup>st</sup> of January 2019, and applies to services provided from this date.



**Attachment no. 1 Withdrawal form.**

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Name and surname, address  
client's number*

**GreenWay Polska Sp. z o.o.**  
Al. Zwycięstwa 96/98  
81 – 451 Gdynia

**DECLARATION OF WITHDRAWAL FROM CONTRACT**

I hereby declare that I withdraw from the contract on the provision of electric vehicle charging infrastructure concluded on .....

\_\_\_\_\_  
*Consumer's signature*

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

Aleja Zwycięstwa 96/98, 81-451 Gdynia, Polska  
office@greenwaypolska.pl | +48 58 731 96 36  
NIP: 5833195289 | REGON: 363635970 | KRS: 0000602098  
[greenwaypolska.pl](http://greenwaypolska.pl)

Sąd Rejonowy Gdańsk-Północ  
VIII Wydział Gospodarczy Krajowego Rejestru Sądowego  
Kapitał zakładowy: 5.000,00 PLN