

## GENERAL TERMS AND CONDITIONS OF RECHARGING SERVICES FOR CLIENTS USING THE ONE-TIME RECHARGING SERVICE

### ARTICLE 1 – CONTRACT WITH GREENWAY

- 1.1 These general terms and conditions govern the provision of recharging services for electric or hybrid vehicles by our company GreenWay Polska Sp. z o.o. These general terms and conditions are published on our website. For further details on our company, please see below.
- 1.2 Subject to your request, you (as our “one-time” or “ad hoc” client) receive one-time recharging service.
- 1.3 By requesting the recharging service from us, you are deemed to have accepted our terms and conditions applicable to the service at the recharging point and at the time of service provision.
- 1.4 Before using the recharging services at a given recharging point, apply through our web or mobile application (Apps) for the one-time charging option. The service will be made available to you immediately as well as for certain time period afterwards. Log in to our Apps to obtain information on the applicable prices or other terms and conditions of our service.
- 1.5 As a client using one-time recharging service, you gain access to client support services in limited extent only enabling you the use of the one-time service. These are provided mostly by electronic means and include ability to request the recharging service electronically, initiate and conclude charging and submit complaints. Full portfolio of client support services is made available to registered clients. .

### ARTICLE 2 – GREENWAY NETWORK

- 2.1 We provide access to recharging services provided by various entities through networks of recharging points. These include chargers owned and operated by us and by GreenWay Infrastructure s.r.o. jointly under the name “GreenWay network” marked in our Apps as GW (GreenWay’s Recharging Points), third-party owned recharging points marked as P (Partners’ Recharging Points) and charging points operated by Roaming partners marked as R (Roaming Recharging points).
- 2.2 Recharging at points of GreenWay partners may be provided under special price or other terms.
- 2.3 Recharging points accessible to you are displayed in our Apps.

### ARTICLE 3 – RECHARGING AT ROAMING PARTNERS

- 3.1 Clients using one-time recharging service do not have access to our service in networks of our roaming partners. This option is available to registered clients.

### ARTICLE 4 – OUR SERVICES

- 4.1 You can use the services in real time, subject to a recharging point’s availability.
- 4.2 Please disconnect from the recharging point and vacate the parking place as soon as your vehicle has been charged, to make it available to other clients. Duration of connection to our infrastructure can be included in the price of the service.

- 4.3 Due to various technical constraints r, we cannot guarantee uninterrupted or flawless operation of all our recharging points or ability to fully charge your vehicle. Availability of recharging points may be limited by our partners, for other reasons out of our control or for repairs or maintenance of recharging infrastructure.
- 4.4 For the up-to-date status of the recharging infrastructure, please check our Apps.
- 4.5 Our instruction manuals placed on the recharging points and other technical, operational or safety rules applicable to use of our recharging points and services, including our Apps, are binding for you. All the rules are available in our Apps or placed on chargers so that you can learn about them in advance.
- 4.6 You shall not cause any harm to the GreenWay network and, in particular, not to use it contrary to the applicable legislation and instructions for use of the recharging points.

### ARTICLE 5 – PRICE AND PAYMENT CONDITIONS

- 5.1 Our recharging services are paid services.
- 5.2 Our prices are structured and include various price components, rates and conditions of their applicability (price programs).
- 5.3 Price terms and conditions of one-time recharging service are set in the published pricelist of our company. In cases specified in the pricelist, the price is made available to you through our Apps.
- 5.4 Please log-in to our Apps for the price applicable to your particular recharging session.
- 5.5 You cannot choose any of our benefit price programs. These options are available to registered clients only.
- 5.6 We reserve our right to determine a price for our recharging services.
- 5.7 We offer also various discounts, launch promotional programs, offer free services or grant other benefits or special conditions to our clients. For price benefits applicable to you, please check, in particular, the applicable pricelist, information on our webpage and our Apps and subscribe for our newsletter!
- 5.8 The price for each recharging session becomes due at moment of its provision. We may postpone due dates of the payments to a later time (such as the end of the day or calendar month). Information on this subject can be found on our website or in the pricelist.
- 5.9 We will inform you of amounts due at moment when they become due, at the latest. We will invoice our services by electronic invoice. We may issue the invoice after due time of the payment; time of issue of the invoice does not give reason for any delay of the payment. For details of the applicable policy, please see the pricelist.

5.10 We have the right to suspend provision of further recharging services to you (as one-time recharging or a registered client) in case you have not paid the amounts due for our services provided.

## ARTICLE 6 – PAYMENT METHOD

6.1 To receive our services, you shall enable us to receive payments for recharging services you used from your payment card through our Apps. For that purpose (i) you shall provide us details of your valid payment card, (ii) the card must pass initial authorization at your issuing bank, (iii) you grant consent for storing the card by the payment service provider and its use by us for settlement of payment for your one-time recharging, and (iv) you should keep sufficient amount of money and take other actions enabling payments from your card on their due date (such as that the card is not blocked, you have sufficient limit for e-commerce transactions).

6.2 In case we make more payment methods available to our clients in our Apps, you can replace the card payment by the other payment method under terms and conditions set by us.

6.3 We will make a request for authorization (reservation of the funds) at your card for a maximum amount of .50 PLN. Exact applicable amount (which is usually lower than above maximum amounts) is provided for in the pricelist.

6.4 The payment from the card is considered made at moment when the payment service provider makes available to us the information that the payment has been successfully debited from your account. In all other cases, the amount due is paid only after it has been credited to our account.

6.5 By providing your payment card details to payment service provider, you agree that our company is authorized to initiate payments from your card for our recharging services on due date and in the amount set in accordance with general terms and conditions and pricelist of our company (mandate). The mandate applies to a single payment transaction for your one-time recharging and, upon its payment, the mandate terminates.

We provide you with refund of all payments, which were not made in line with our mandate, or in regard of which we decide or agree with you to pay the amount (or its part back) to you after the payment has been made. In case the authorization amount becomes debited to your account, it will be subject to refund initiated without delay. We initiate reversals/adjustments/cancellations of transactions, if necessary, to ensure compatibility of a transaction with the mandate.

Our mandate includes a right to store the card credentials (payment token allocated to your card by the payment service provider storing the card; not card details as such) and use this stored information to initiate transactions within our mandate above.

Our mandate with regard to a particular card exists as long as the card details are stored with the payment service provider. The mandate terminates when you delete the card details or when the payment has been successfully deducted.

By providing the card details to the payment service provider, you agree that the payment service provider stores the card on file for our payment transaction made with scope of our mandate.

6.6 Types of accepted cards, timing and other conditions or limitations applicable to processing services relating to payments from your card are determined by the relevant financial institutions (such as payment services provider, your issuing bank, card organizations). Payment details are presented in the general terms and conditions of payment published on our website or available through a link to website of the payment service provider.

6.7 In case of failure of the card payment, you shall ensure settlement of all your amounts due without delay in any other way possible.

6.8 Provisions of this Article shall, to the extent possible, apply to other payment methods used by clients.

## ARTICLE 7 – ELECTRONIC COMMUNICATION

7.1 You can find information on the terms and conditions of our recharging services in our Apps. These general terms and conditions and our pricelist are available on <https://greenwaypolska.pl> in a form that enables their acquisition, preservation, reproduction and printing.

7.2 We communicate with you on contract and service-related issues by using the e-mail address and telephone number you provide us with and by using the Apps. You contact us by using our contact e-mail address, telephone number and our Apps.

7.3 You contract our services electronically.

7.4 You may not send 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, particularly through the contact form available on the Apps.

## ARTICLE 8 – CLIENT INFORMATION

8.1 Correct client information is essential for our cooperation. To receive our services, you are required to provide your identification and contact details, in limited extent only; you must verify the details upon our request.

8.2 Protection of your personal information is ensured in accordance with applicable data protection legislation. For details see the Privacy Policy of our company published on our website.

## ARTICLE 9 – GENERAL LEGAL INFORMATION

9.1 Our communication and contract language can be Polish or English.

9.2 A contract for your one-time recharging is concluded at your request made through the Apps. This contract lasts for time period necessary to provide the service and make payment for it. It is governed by these terms and conditions and by terms and conditions applicable to the particular recharging session stated in the pricelist or in Apps. To complete the request, you need to fill in the short form in our web or mobile application and agree to the terms and conditions of our recharging services.

9.3 The form contains functionalities capable of identifying certain errors such as whether you inserted all mandatory data or whether e-mail address have correct format; if possible, we will inform you of the nature of the error but you need to make the correction by yourself.

- 9.4 Please note that in order to receive the recharging services you need to comply with the obligations under our general terms and conditions and our pricelist.
- 9.5 We keep records of the up-to-date version of your contract(s) and can provide it to you at any time upon your request.
- 9.6 The contract(s) between us shall be governed by the law of the Republic of Poland.
- 9.7 Any disputes, which may arise in connection with your contract(s), shall be settled by the courts of the Republic of Poland.
- 9.8 Annex to these general terms and conditions provides for specific provisions relating to consumers' rights and other regulatory issues.

#### **ARTICLE 10 – CHANGE OF TERMS AND CONDITIONS**

- 10.1 We reserve the right to determine and make any changes to (including termination of) the general terms and conditions and our pricelist, the registration form, the client account, portfolio of client support services, Apps, our technical rules and any other elements forming our business operation.
- 10.2 By requesting the recharging service, you are deemed to have accepted the terms and conditions applicable to the service at the recharging point and at the time of service provision.

#### **ARTICLE 11 – SUSPENSION OR TERMINATION**

- 11.1 We have the right to suspend (or postpone start of provision of) our recharging services to you if (i) you are in breach of your obligations towards us, or (ii) in cases, (until) when you do not take the action(s) we require from you as condition for you to receive the services, (iii) it is required under applicable legislation.
- 11.2 Each of us can terminate the contract (i) due to breach of obligations of the other party by withdrawing from the contract with effect from delivery of the notice, or (ii) irrespective of a cause, by filing a notice, however, we will terminate it only for important reasons, in particular technical obstacles or legal changes. Each consumer has the right to withdraw from the contract within 14 days without giving any reason (for details see Annex).

#### **ARTICLE 12 – DATE OF EFFECT**

- 12.1 These general terms and conditions are issued on ..th November, 2019 and shall apply from the same day.
- 12.2 Applicability of these general terms and conditions is automatically connected with applicability for the clients using one-time recharging service of the pricelist of our company issued on ...th November, 2019, which is issued on the basis of clause 5.3 and others of these terms and conditions.

# ANNEX

## PROVISIONS RELATING TO CONSUMERS' RIGHTS AND OTHER REGULATORY ISSUES

### INSTRUCTIONS ON WITHDRAWAL BY A CONSUMER

#### Right of withdrawal

You have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from the contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of recharging services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract.

### COMPLAINT HANDLING POLICY

If you are a consumer, you have the right to seek remedy from us with regard to defects of our services including payment processing. You can request the proper provision of the service in accordance with our terms and conditions and compensation of damages, if you incur any. You should make a complaint at contact details at first page of these terms. We decide on how to solve your complaint (i) without delay, (ii) in complicated cases, not later than in 3 working days, or (iii) if a complex evaluation of the technical state of the service is required, or in other justified cases, not later than in 30 days. We resolve your complaint (i) immediately, or (ii) in justified cases, later, however, not later than in 30 days from the day of submission of the complaint. In case of our delay to resolve your complaint duly and in time, you may terminate the contract with immediate effect.

### ALTERNATIVE DISPUTE RESOLUTION FOR CONSUMERS

If you are a consumer, you have the right to use extrajudicial means of dealing with complaints and redress. Information on these options and the rules for accessing these procedures are available at the headquarters and on the websites of powiat (municipal) Consumer ombudsmen (Powiatowy Rzecznik Konsumentów), social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej) and at the website of the Office of Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów) [www.uokik.gov.pl](http://www.uokik.gov.pl) or [www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](http://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).

### SUPERVISOR AUTHORITIES

In the scope of technical matters related to the provision of services, the company is subject to the control of the Office of Technical Inspection (Urząd Dozoru Technicznego)

### CODES OF CONDUCT

In connection with the provision of services, our company does not apply ethical codes within the meaning of the Civil Code or a code of good practices within the meaning of the provisions on counteracting unfair market practices.

### LIABILITY FOR DEFECTS

Liability for defects is inapplicable since our company supplies services and not products.

### FUNCTIONALITY, INCLUDING APPLICABLE TECHNICAL PROTECTION MEASURES, OF DIGITAL CONTENT

Technical security is ensured through use of TLS or SSL protocols and in standards required for processing of card payments.

### ANY RELEVANT INTEROPERABILITY OF DIGITAL CONTENT WITH HARDWARE AND SOFTWARE

The use of the electronic means of communication requires access to the internet, access to Apps, including platforms and software versions required for use of the mobile applications, enabled JavaScript and Cookies, active e-mail account and possibility to receive and send e-mail messages.

### THE COST OF USING THE MEANS OF DISTANCE COMMUNICATION FOR THE CONCLUSION OF THE CONTRACT

The cost is calculated at the basic rate.

### WHERE APPLICABLE, THE MINIMUM DURATION OF THE CONSUMER'S OBLIGATIONS UNDER THE CONTRACT

No minimum duration of consumer's obligations under the contract is set.

**Appendix 1. Withdrawal form.**

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First and Last Name, address,  
Customer number

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Place and date

**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