

## 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 charging services one-time use at a given charging point, run the Application on our website or the Mobile Application (Application) and/or use the payment terminal. One-time charging from the Application level is available after selecting the appropriate charging station on the map and the appropriate connector. The service will be made available immediately after the payment card has been authorized by the Application or terminal.
- 1.5 As a one-time charging customer, you have access to limited customer service to enable you to use the type of service you have selected. It is provided mainly electronically or through the functionality of a charging station and/or payment terminal and includes the ability to initiate and terminate charging and submit complaints. A full range of customer service services, including invoicing, are made available to registered customers..

### ARTICLE 2 – GREENWAY NETWORK

- 2.1 We provide access to charging services provided by various entities through a network of charging points. These include proprietary chargers and operated by us and GreenWay Infrastructure. s. r. o. Slovakia, GreenWay Assets sp. z o. o. and Greenway Hrvatska d.o.o., jointly under the name "GreenWay Network", marked in our applications as GW (Greenway charging points) and third-party charging points marked as P. Charging services at GreenWay partners' charging points may differ from the service conditions for their own GreenWay charging points regarding special prices or other service conditions.
- 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.
- 2.4 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 3 – OUR SERVICES

- 3.1 You can use the services in real time, according to a recharging point's availability.
- 3.2 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.
- 3.3 Due to various technical constraints, 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.
- 3.4 For the up-to-date status of the recharging infrastructure, please check our Apps.
- 3.5 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.
- 3.6 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 4 – PRICE AND PAYMENT CONDITIONS

- 4.1 Our recharging services are paid services.

- 4.2 Our prices are structured and include various price components, rates and conditions of their applicability (price programs).
- 4.3 The price conditions for the one-time charging service are specified in our price list. In cases specified in the price list, the price is made available via our Applications. The price may also be made available on our website and available via a hyperlink at the charging point.
- 4.4 To obtain information about the price applicable to a specific charging point, visit the charging point, our website or Application without logging in...
- 4.5 You cannot choose any of our benefit price programs. These options are available to registered clients only.
- 4.6 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!
- 4.7 The price for each recharging session becomes due at moment of its provision.
- 4.8 We will inform you of the amounts due at the charging station or in the Application at the latest when payment is due. Due to the anonymity of the customer, we do not issue invoices for one-time charging.
- 4.9 We have the right to suspend provision of further recharging services to you in case you have not paid the amounts due for our services provided

## ARTICLE 5 – PAYMENT METHOD

- 5.1 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 its use by us for settlement of payment for your one-time recharging, and possibly other required consents 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).
- 5.2 In case we make more payment methods available to our clients in our Apps or other payment methods available outside the Applications,, you can replace the card payment by the other payment method under terms and conditions set by us.
- 5.3 We will make a request for authorization (reservation of the funds) at your card for a maximum amount of 200 PLN. Exact applicable amount (which is usually lower than above maximum amounts) is provided for in the pricelist.
- 5.4 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.
- 5.5 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.  
  
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 transactions to be made in future.
- 5.6 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.
- 5.7 In case of failure of the card payment, you shall ensure settlement of all your amounts due without delay in any other way possible.
- 5.8 The provisions of this article shall apply mutatis mutandis to other payment methods used by you. If the payment terminal is installed at/near the charging station/charging zone, the customer can pay the price for the charging session by cashless bank payment via the payment terminal. In the case of card payments via a payment terminal, sections 5.1 (ii) and (iv), 5.3, 5.4, 5.6 and 5.7 apply respectively.

## ARTICLE 6 – ELECTRONIC COMMUNICATION

- 6.1 You can find information about the terms and conditions of our charging services in our Apps, on our website and at charging stations. These regulations and our price list are available at <https://greenwaypolska.pl> in a form that allows them to be downloaded, saved, copied and printed.
- 6.2 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, via chat and our Apps.
- 6.3 You purchase our services electronically via the Application or based on your actual request (action) regarding the one-time charging service entered through the functionalities of the charging station and/or payment terminal.
- 6.4 You may not send illegal content, offensive content, misleading information, or content that contains viruses or that may cause disruption or damage to systems computers, in particular via the contact form available in the Applications.

## ARTICLE 7 – CLIENT INFORMATION

- 7.1 The one-time charging service is provided to the customer anonymously or only if the customer provides the minimum necessary data. Correct customer information is essential to our cooperation. To use our services, you must provide your data, but only to a limited extent in accordance with Art. 6 to pay for

the charging service or in other cases and to a limited extent.

- 7.2 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 8 – GENERAL LEGAL INFORMATION**

- 8.1 Our communication and contract language can be Polish or English.
- 8.2 The one-time charging contract is concluded after the start of charging initiated via the Application or based on your actual request (action) made via the functionality of the charging station and/or payment terminal. This agreement is valid for the period necessary to provide the service and make payment. It is governed by these terms and conditions applicable to a specific charging session as set out in the price list or in the Applications. To start using the service, you must agree to the terms of our charging services; you express this consent by entering a request for a one-time top-up service in accordance with the first sentence of this paragraph.
- 8.3 The form contains functionalities capable of identifying certain errors such as whether you inserted all mandatory data regarding the payment card; if possible, we will inform you of the nature of the error but you need to make the correction by yourself.
- 8.4 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.
- 8.5 We keep an up-to-date version of your contracts and may provide them to you at any time upon your request if you can be identified as a customer using a given service.
- 8.6 The contract(s) between us shall be governed by the law of the Republic of Poland.
- 8.7 Any disputes, which may arise in connection with your contract(s), shall be settled by the courts of the Republic of Poland.
- 8.8 Annex to these general terms and conditions provides for specific provisions relating to consumers' rights and other regulatory issues.

## **ARTICLE 9 – CHANGE OF TERMS AND CONDITIONS**

- 9.1 We reserve the right to determine and make any changes to (including termination of) the general terms and conditions and our pricelist, way of requesting the service, portfolio of client support services, Apps, our technical rules and any other elements forming our business operation.
- 9.2 Reasons for changing these regulations or the price list may include (i) changes in applicable regulations or requirements of competent authorities, (ii) changes in external factors relevant to charging services and electromobility (such as technology or market development), and (iii) changes in our internal conditions (such as investment costs or new business solutions).
- 9.3 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 10 – SUSPENSION OR TERMINATION**

- 10.1 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.
- 10.2 Each consumer has the right to withdraw from the contract within 14 days without giving any reason (for details see Annex).

## **ARTICLE 11 – DATE OF EFFECT**

- 11.1 These regulations were issued on April 29, 2024. and enters into force on the same day.
- 11.2 The application of these regulations is automatically associated with the application, for customers using the one-time charging service, of our price list issued on April 29, 2024.

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

### INSTRUCTIONS ON WITHDRAWAL BY A CONSUMER AND ENTREPRENEURS WITH CONSUMER RIGHTS

#### Right of withdrawal

This law applies to a consumer and an entrepreneur who is a natural person concluding a contract directly related to his business activity, if the content of this contract shows that he does not have a professional character for that person, resulting in particular from the subject of his business activity, made available on the basis of provisions on the Central Register and Information on Economic Activity.

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. These rules apply to changing price program by you.

#### 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 poviats (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 [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentow.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentow.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.