



REGULATIONS

PROVISION BY EWAY S.A. CHARGING SERVICES FOR VEHICLES

ELECTRIC VEHICLES

I. General Provisions

1. These Regulations set out the terms and conditions for the provision of the Charging Service and the rules of using Electric Vehicle Charging Stations belonging to the Eway S.A. Network of Stations, including its own and Partner Stations.
2. These Regulations also constitute the Regulations for the provision of services by electronic means, as referred to in Article 8 paragraph 1 item. 1 of the Act of July 18, 2002 on the provision of services by electronic means (i.e. Journal of Laws of 2017, item 1219, as amended) to the extent of the part of services provided by electronic means.
3. The Regulations are available free of charge in electronic version on the Eway S.A website www.eway.pl.
4. The User shall comply with the provisions of these Regulations, Instructions posted on the charging infrastructure.
5. The Regulations are an integral part of the Agreement concluded between the Charging Service Provider and the Vehicle User.
6. the Vehicle User, by proceeding to use the Charging Service, accepts the provisions of the Agreement and these Regulations.

II. Definitions

The terms used in the Regulations shall mean:

1. **the Settlement Agent** - Elavon Financial Services Designated Activity Company (Limited Liability Company with Designated Activity) Branch in Poland with its registered office in Warsaw, 17 Pulawska Street, 02-515 Warsaw, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the City of Warsaw. Warsaw, XIII Economic Department of the National Court Register under KRS No. 287836, REGON No. 300649197, NIP No. 2090000825 - a provider of payment services enabling payment transactions based on payment instruments, primarily payment cards.
2. **Price List** - a list of fees for the Charging Service. The Price List is available on the start screen of each Charging Station.
3. **Charging Service Provider** - an entity providing charging services within the meaning of Article 3.2.2 of the Act of January 11, 2018 on Electromobility and Alternative Fuels (i.e. - Journal of Laws of 2019, item 1124, as amended) (hereinafter: the "Electromobility Act").
4. **Eway** - the Company Eway S.A. with its registered office in Warsaw, al. Jerozolimskie 81, 02-001 Warsaw, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court in Warsaw, XIV Economic Department under KRS: 0000877288, NIP: 1133025821.
5. **Instruction Manual** - abbreviated instruction on how to use the Charging Station available on the device start screen, detailed information on how to use the Eway Public Charging Station is contained in the full version of the Instruction Manual, which is available on the website www.eway.pl.

6. **Vehicle Charging Space** - a parking space used exclusively for the purpose of providing the Charging Service, assigned to a given Charging Station.
7. **Publicly Available Charging Station Operator/Operator** - an entity within the meaning of Article 2(7) of the Electromobility Act responsible for the construction, management, operational safety, operation, maintenance and repair of the Publicly Available Charging Station.
8. **Partner Charging Station** - a Charging Station allowing charging of the battery of an electric and diesel-electric vehicle, where Eway acts as the Operator of the All-Accessible Charging Station.
9. **Eway Network** - means the electric power and telecommunications infrastructure that allows charging of the battery of an electric-powered and combustion-electric vehicle, which includes Eway Owned Stations and Partner Charging Stations.
10. **Force Majeure** - an external event that is sudden, unforeseeable and independent of Eway's will, making it impossible in whole or in part, permanently or for a certain period of time to provide Charging Services, which cannot be prevented or counteracted with due diligence;
11. **Charging Station** - a Charging Station within the meaning of Article 2(27) of the Electromobility Act, i.e. an infrastructure that enables the use of the Charging Services, including, in particular, facilities for charging electric and diesel-electric cars.
12. **Provision of Services by Electronic Means** - the performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, transmitted and received by means of equipment for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted via a telecommunications network within the meaning of the Act of July 16, 2004. - Telecommunications Law (Journal of Laws of 2021, item 576, as amended).
13. **Charging Service Agreement / Contract** - an agreement concluded for the duration of a particular charging session between Eway and the User.
14. **Charging Service** - a service provided for charging the battery of an electric and diesel-electric vehicle that allows the use of the Vehicle Charging Location and the Charging Station to perform charging.
15. **Vehicle User / User** - an individual who is the user of an electric vehicle and uses the Charging Services provided by Eway.
16. **Regulations** - these Regulations.
17. **Proprietary Network of Charging Stations / Proprietary Network** - Charging Stations that allow charging of the battery of an electric and diesel-electric vehicle, where Eway acts as the Operator of the Publicly Available Charging Station and the Provider of the Vehicle Charging Service.

III. Use of the Charging Service

1. Eway shall provide the Charging Service using the infrastructure available for this purpose, i.e. Charging Stations and Vehicle Charging Places.
2. The performance of Vehicle Charging is performed on the basis of the Vehicle Charging Agreement on the Eway Station Network and takes place when the User joins the charging session, which ends when the User disconnects from the Charging Station.
3. Charging Services are provided for a fee. The amount of fees is determined by the Price List available on the start screen of each Charging Station.
4. Each person using the Charging Services or staying in the area of the Charging Station is obliged to comply with the provisions of the Regulations and Instructions.
5. The Charging Station is an unmanned station.



6. Use of the Charging Service is possible at any time, depending, however, on the availability of a given Charging Station.
7. When using the Charging Service, the User shall occupy the Vehicle Charging Space only for the time necessary to charge the vehicle.
8. The Charging Service is provided subject to the availability of the Charging Station. Disconnection of vehicles belonging to other Customers that are in the process of charging is prohibited.
9. If it is found that the rules of these Regulations are not observed, including the occupation of the Vehicle Charging Place for a purpose unrelated to its purpose, Eway reserves the right to call competent services to remove such vehicle at the expense of the violating User.
10. It is prohibited to use the Charging Station if:
 - a) the vehicle has a faulty battery;
 - b) the vehicle does not have valid third party insurance;
 - c) the vehicle carries flammable, corrosive, explosive or other similar materials and substances that may create a danger to persons and property;
 - d) the vehicles are performing the functions of itinerant stores, if their purpose would be to conduct commercial activities in the Parking Lot;
 - e) the vehicle is not legally authorized for traffic;
 - f) the vehicle does not have a valid technical inspection.
11. Consumption of alcoholic beverages, smoking of tobacco products and use of psychoactive substances is prohibited in the area of the Charging Station.
12. It is forbidden to leave animals in the car on the premises of the Charging Station.

IV. Pricing, payment and settlement of non-cash transactions.

1. The user has the option of cashless payment for charging the vehicle by means of popular payment methods, i.e. Visa and Mastercard contactless payment cards, including their virtual carriers, i.e. smartphones and watches.
2. Payment can be made using any type of device with NFC functionality.
3. The start of each charging session is tantamount to acceptance of the Price List by the User.
4. By paying with a payment card, the User agrees to pre-authorization of funds within his/her bank account. The User's payment card shall be debited upon completion of the Charging Service.
5. If there is a need to refund a charge made by the User using a payment card, the Service Provider shall refund the charge to the bank account assigned to the User's payment card.
6. Eway does not store the Users' payment card data.
7. Prior to the commencement of the Charging Service, the User shall accept the price per billing unit in accordance with the Price List. The amount of the total charge for the Charging Service depends on the energy consumed and related fees, including the parking fee after the charging process is completed.
8. Measurement of energy consumption under the Charging Service, which is the basis for determining the fee, shall be made by means of measuring devices determining the volume of electricity transferred (in kWh) to the vehicle and the software used to process such measurement data, which are installed at the Charging Station by the manufacturer of the Charging Station. This measurement may not take into account energy losses possible during the provision of the Charging Service.
9. The Service Provider accepts the following payment methods:
 - a) Payment by the User's payment card through a payment application that connects to the system of the Settlement Agent.

- b) The User has a choice of 4 vehicle charging modes:
- i. Unrestricted charging - before the charging process begins, funds estimating the amount of the transaction are blocked on the customer's account. Upon completion of the charging process, the amount for the Vehicle Charging Service is charged. For this mode, charging is limited only by the electric vehicle.
 - ii. Charging for energy - before the charging process begins, the funds estimating the transaction amount are blocked on the customer's account. After the charging process is completed, the amount for the Vehicle Charging Service is charged. In the case of this mode, charging is limited by the volume of energy that the User wants to charge his vehicle, once the given energy limit is reached, the charging process is terminated.
 - iii. Charging for the amount - before the charging process begins, funds are blocked in the User's bank account estimating the amount of the transaction. Once the charging process is completed, the amount for the Vehicle Charging Service is charged. For this mode, charging is limited by the amount for which the User is going to charge his vehicle. When the given amount is reached, the charging process is terminated.
 - iv. Charging on time - before the charging process begins, funds estimating the amount of the transaction are blocked in the User's bank account. Once the charging process is completed, the amount for the vehicle charging service is charged. In the case of this mode, charging is limited by the time the User intends to charge his vehicle. After the specified time, the charging process is terminated.

The User has the option to terminate the charging process at any time, regardless of the selected vehicle charging mode. Upon completion of the process, the User's bank account will be debited with the amount corresponding to the volume of energy consumed.

10. for the use of the Charging Service, the User of the vehicle will be charged in accordance with the applicable Price List and/or other fees for activities specified in the Price List.
11. the Price List is available on the start screen of each Charging Station.
12. commencement of charging of the vehicle is tantamount to acceptance of the Price List by the Vehicle User.
13. payment card payments are handled by the Settlement Agent. Payments are made contactless by applying the payment card to the lower right corner of the Charging Station screen.
14. The charge and collection of payment for the completed Charging Service, will be made after the vehicle is disconnected from the Charging Station.
15. The price charged for the Charging Service shall consist of the fee for the energy consumed through the publicly accessible Charging Station and the parking fee, if any, after the charging process is completed.
16. By joining the Charging Service, the User agrees to the provision of electronic services.
17. each time after a completed charging session, the Charging Service Provider sends an electronic receipt or VAT invoice to the e-mail address indicated by the User. Failure to indicate an e-mail address means that the receipt and VAT invoice are waived.
18. Obtaining an invoice for the Charging Services requires providing the purchaser's VAT number.

V. Technical conditions for the provision of the Vehicle Charging Service

1. The User is responsible for complying with all technical conditions for the use of the EV Charging Service.
2. the User must comply with the Instructions provided by the Operator and any signage and Safety Instructions at the Charging Station.

3. the User may not make any modifications or changes to the Charging Station infrastructure without the prior consent of the Charging Station Operator.
4. the User is responsible for maintaining cleanliness and order in the area of the Charging Station and for maintaining the safety of other users.
5. the Vehicle Charging Places are intended only for Users, it is prohibited to use them for parking cars or other vehicles.

VI. Safety of use of the Charging Station

1. the User undertakes to use the Charging Station in accordance with the Instructions and safety rules.
2. the User is responsible for his own safety and the safety of others around the Charging Station.
3. The Charging Station is equipped with a number of safety features that protect Users and vehicles from the dangers of charging.
4. Safeguards include:
 - a) Overvoltage protection, which protects against sudden power surges and minimizes the risk of damage to the electric vehicle.
 - b) Overcurrent protection, which monitors and controls current flow during charging to prevent overloads and damage.
 - c) Residual current protection (RCD), which protects against electric shock.
 - d) DC and AC leakage current testing, which monitors possible current leakage and informs the Station Operator of a possible fault.
 - e) All potentially active parts that are components of the station have been grounded.
5. Eway Charging Stations shall use the OCPP (Open Charge Point Protocol) communication protocol version 2.0.1.
6. The OCPP protocol enables communication between the Charging Station and the management system, which allows remote monitoring, management and control of the charging process.
7. OCPP communication is protected, which ensures confidentiality and security of transmitted data.
8. risk of electric shock occurs when the device is unauthorized opened. The device uses 230 V AC / 400 V AC power supply voltage.
9. Touching live parts may cause electric shock, which in some cases may lead to death.
10. Only qualified personnel are authorized to open the unit to avoid potential property damage, personal injury or death.
11. Before charging the vehicle, check the outlets and charging cables for damage.
12. Damaged charging cables are a safety hazard. If a cable is found to be damaged, do not use it and notify the Charging Station Operator via email (wsparcie.techniczne@eway.pl) or by calling the phone number posted on the Charging Station.
13. If the device is damaged, immediately notify the Charging Station Operator via email (wsparcie.techniczne@eway.pl) or by calling the telephone number posted on the Charging Station.

VII. Liability:

1. The Operator shall not be liable for damages caused by the User's culpable failure to comply with the provisions of the Regulations or Instructions.
2. The Operator shall not be liable for technical problems or technical limitations in the User's Vehicle and equipment that prevent the proper use of the Charging Station.

3. the Charging Service Access Agreement shall be concluded for the duration of a particular charging session and shall be governed by Polish law.
4. The User, or any other person staying at the Charging Station, shall be fully responsible for all consequences resulting from improper use of the Charging Station and for any damage or destruction done, as well as for unreasonably preventing or restricting other Users from using the Charging Station.
5. Eway shall not be liable if the Charging Services cannot be used in situations beyond its control, in particular in the event of:
 - a) Breakdowns;
 - b) Maintenance;
 - c) Use of the station by other Users;
 - d) Force majeure;
 - e) In case of violation by the User of the vehicle of the provisions of the Regulations or the Instructions posted on the particular Charging Station used by the User.
6. Any malfunctions may be reported by telephone using the contact number + 48 661 841 450, located on the Charging Station.
7. Eway shall not be responsible for the consequences resulting from the User's continued use of the Charging Services in the event of a malfunction.
8. Eway shall not be responsible for items left by the User at the Charging Station
9. Eway shall not be responsible for a decrease in charging power below the nominal power during a charging session resulting from technical limitations of the User's electrical equipment or electric vehicle.
10. Eway reserves the right to charge the User a contractual penalty in the amount of 100,000.00 (in words: one hundred thousand) zloty for each case of:
 - a) damage or destruction of Charging Stations included in the Eway Network (Eway's own or Partner's),
 - b) improper or inconsistent with the Regulations and rules of use of Charging Stations included in the Eway Network (Eway's own or Partner's),
 - c) unreasonably prevent or restrict the use of Charging Stations included in the Eway Network (Eway's own or Partner's), to other Users.
11. If the contractual penalties stipulated in Section 10 above do not cover the damages incurred by Eway or any other Charging Service Provider, Eway reserves the right to seek supplementary damages, up to the amount of the damages incurred, on a general basis.

VIII. Personal Data

1. In fulfillment of the legal obligation imposed on the Data Controller by the provisions of Article 13 and Article 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as "RODO": Eway S.A., based in Warsaw, informs that it is the controller of the User's personal data. Contact number for the data controller: +48 664 978 955.
2. The following email address is used to contact the Data Protection Officer at Eway: iod@eway.pl. The Data Protection Supervisor can also be contacted in writing to the address of Eway's registered office, marked "Data Protection Supervisor".
3. Personal Data is processed for the purposes of:

- a) to conclude and perform the Agreement, in terms of access and performance of the Charging Services to which the User is a party, or to take action at the request of the data subject prior to the conclusion of the Agreement;
 - b) to handle complaints and requests and to respond to inquiries;
 - c) handling, investigation and defense in the event of mutual claims;
 - d) fulfillment of legal obligations incumbent on Eway, in particular public law obligations, including accounting and tax obligations'
 - e) the need to fulfill Eway's legitimate interests related to ensuring the proper performance of the Agreement, including the possible establishment, investigation or defense against claims related to the Agreement;
4. the User's personal data will be processed for a period of:
 - a) 12 months from the time the Charging Service is used and a complaint request is sent to Eway;
 - b) 10 years from the end of the calendar year in which a VAT invoice was issued in connection with the performance of the Charging Service, unless a longer period of processing is necessary, as required by generally applicable laws or circumstances, such as the assertion of potential claims.
 5. The User has the right to request from Eway access to the content of his/her personal data, rectification, deletion, restriction of processing or to object to its processing;
 6. The User has the right to lodge a complaint to the supervisory authority (President of the Office for Personal Data Protection) if he/she considers that the processing of personal data concerning the User violates the provisions of the RODO;
 7. the rules for the processing of personal data are set out in the information clause available on the website www.eway.pl, in a manner that can be read and downloaded at any time.

IX. Complaints and final provisions:

1. Any complaints regarding the Charging Service and the infrastructure of the Charging Station may be submitted via e-mail address: reklamacje@eway.pl or the telephone number located at the Charging Station.
2. In order to process a complaint, the following data is required: the serial number of the Charging Station (located on the nameplate, located on the side / rear wall of the Charging Station), the duration of the charging session, first name, last name, email address and the reason for the request. Complaints not containing the above data will not be considered.
3. Eway will make every effort to process complaints immediately upon receipt. Complaints submitted by Users will be considered no later than 30 days from the date of receipt.
4. The User will be informed of the result of complaint consideration by e-mail to the e-mail address provided in the application.
5. Eway reserves the right to make changes to the Terms of Use at any time. Such changes will be announced publicly and will be effective as of the date of their introduction.
6. The User is obliged to regularly read and comply with the applicable Regulations.
7. when using the Charging Services, you must always be guided by the current Regulations and instructions provided by the Charging Station Operator.
8. These Regulations are available in 6 language versions, in Polish, German, English, Danish, Swedish and Italian.
9. Matters not regulated by these Regulations shall be governed by generally applicable laws.

