

TERMS AND CONDITIONS FOR CHARGING ELECTRIC VEHICLES

("T&C")

1. DEFINITIONS

The words and expressions used in these T&C have the following meanings:

1. **Electronic Address / E-mail Address / E-mail** - an electronic mail address that allows for the transmission of messages via a computer network, including the Internet;
2. **Application** - ORLEN VITAY mobile application with the ORLEN Charge module, allowing Clients to purchase electricity in order to charge electric vehicles and to use loyalty and discount programmes of ORLEN S.A.;
3. **Authorisation** - means confirmation of the availability of funds in the payment card holder's bank account required to execute the sale of electricity as part of the Charging Service and to collect other fees specified in the Price List;
4. **Price List** - available on the Website, the multimedia panel of the Charging Station or Payment Terminal or the Ad Hoc Charging Website or in the Application, a list of electricity prices per kilowatt-hour (kWh) as part of the Charging Service in the ORLEN S.A. Network. A Charging Session may be subject to a parking fee (min) and other additional fees specified in the Price List. A change of the Price List does not constitute an amendment to these T&C;
5. **Transaction Confirmation** - means a VAT invoice or an invoice issued to a named individual;
6. **e-Mobility Service Provider (eMSP)** - an entity operating at a Charging Station, supplying electricity for charging vehicles and ensuring the possibility of using the infrastructure of the Charging Station for charging purposes;
7. **ORLEN Group** - ORLEN S.A. and all companies that are directly or indirectly controlled by ORLEN S.A.;
8. **Helpline** - a call-in Customer Service Centre, whose staff handle enquiries at the indicated telephone numbers (801 167 536 and 502 167 536) concerning, among others, complaints, damage to Charging Stations, and provide information on the operation of the Charging Station, the Client Account and the Application;
9. **Client** - a natural person, a legal person or an entity without legal personality that has registered on the IT Portal and has been granted access to a Client Account, enabling them to draw and purchase electricity for the purpose of charging an electric vehicle as part of the Charging Service within the ORLEN S.A. Network or the Partner Network, as well as an entity using Ad Hoc Charging;
10. **QR Code** - a two-dimensional barcode, located on the multimedia panel of the Charging Station or elsewhere on the area of the Charging Station, which can be read with the camera of a smartphone or a mobile device equipped with a QR reader, enabling the initiation of a Charging Session, the making of an Ad Hoc Payment (including the selection of payment confirmation). The QR code is available to the Client at selected Charging Stations;
11. **Consumer** - a Client who is a natural person performing a legal transaction with eMSP other than directly related to the Client's business or professional activity, and a Client who is a natural person concluding an agreement with eMSP that is directly related to the Client's business activity when it is clear from the content of this agreement that it is not of

professional nature for this person, resulting in particular from the objects of the Client's business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity;

12. **Client Account** - an account within the ORLEN Charge module assigned to each Client which allows the Client, among others, to check the location of the Charging Station, check the availability of the Charging Station, initiate or monitor the charging process, receive detailed information about the Charging Session and information regarding payments and invoices, and change personal data;
13. **Ad Hoc Charging** – a one-off draw and purchase of electricity for the purpose of charging an electric vehicle, offered at selected Charging Stations, without the need to register with the CPO or eMSP, enter into a written contract with them or establish a longer commercial relationship with them beyond a one-off purchase of electricity as part of the Charging Service;
14. **Charging Point Operator (CPO)** - an entity responsible for the construction, management, operational safety, operation, maintenance and repair of a charging station that is accessible to the public;
15. **ORLEN S.A. / ORLEN** - ORLEN Spółka Akcyjna with its registered office in Płock, ul. Chemików 7, 09-411 Płock, entered in the Business Register of the National Court Register kept by the District Court for Łódź – Śródmieście in Łódź, 20th Commercial Division of the National Court Register under KRS no.: 0000028860, NIP: 774-00-01-454, REGON: 610188201, share capital/paid-up capital: PLN 1,451,177,561.25;
16. **Partner Network of Charging Stations/Partner Network** - Charging Stations within the framework of Partner Stations, where ORLEN S.A. acts as eMSP;
17. **Ad Hoc Payment** – means payment by the Client for the electricity purchased for charging an electric vehicle and payment of other fees specified in the Price List on an ad hoc basis, using payment instruments commonly used in the European Union (including payment using a QR Code);
18. **IT Portal** - an IT environment consisting of a registration form, web Applications and cloud services offered by ORLEN S.A. which enables the Client to carry out Charging Sessions at Own Stations and Partner Stations operated by ORLEN S.A. The IT Portal consists of a mobile application designed for mobile devices;
19. **Promotion** – means the rules determined by ORLEN that are in force during a set period of time at Own Stations and Partner Stations, which entitle the Client or a new Client to a cash discount for the purchase of electricity drawn as part of the Charging Service;
20. **Charging Point / Connector** - an interface that is capable of charging one electric vehicle at a time and a place where the battery used to drive that vehicle is exchanged or charged;
21. **Promotion Rules** – means a document specifying the terms and conditions and duration of the Promotion, relating to the purchase of electricity by the Client or a new Client as part of the use of the Charging Service at Own Stations and Partner Stations;
22. **Charging Session** - the process of charging the batteries of an electric vehicle provided by eMSP, which starts at the moment of connecting the Client's vehicle to the Charging Station, accepting the Price List and selecting the Connector, and ends at the moment of disconnection from the Charging Station or at the moment the batteries are fully charged. A completed Charging Session is subject to a fee calculated as per the Price List;

23. **Network** - own or partner network of Charging Stations, including Own Stations or Partner Stations that allow for charging electric vehicle batteries;
24. **Charging Station** - a building facility comprising a normal power charging point or high power charging point attached to a building or a free-standing building facility with at least one normal power charging point or high power charging point installed and equipped with software that enables the drawing and purchasing of electricity in order to charge an electric vehicle, including a parking space, which may be equipped with a cashless payment terminal (Payment Terminal);
25. **Partner Station** - a Charging Station where ORLEN S.A. acts as eMSP and the CPO is an entity cooperating with ORLEN S.A.;
26. **Own Station** - a Charging Station where ORLEN S.A. acts as CPO and eMSP;
27. **Website** - a website dedicated to the Charging Service available at www.orlencharge.pl;
28. **Website for Ad Hoc Charging** – a website enabling the Client to start a Charging Session in the Ad Hoc Charging formula, in accordance with section 4 of these T&C, in particular allowing for the authorisation of the charging process, making an Ad Hoc Payment and receiving a Transaction Confirmation;
29. **Provision of Services by Electronic Means** - 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, sent and received by means of equipment for electronic processing, including digital compression, and storage of data, which is entirely sent, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004 - Telecommunications Law;
30. **Payment Terminal** – a device that connects to payment cards in order to transmit information for the execution of electronic transfers between the Client, the bank, the payment operator and eMSP, located at selected Charging Stations;
31. **Charging Service Access Agreement** - an agreement concluded for an indefinite period of time between ORLEN S.A. and the Client, which is concluded as a result of the Client's correct registration via the IT Portal and acceptance of the T&C, authorising the Client to draw electricity for the purpose of charging an electric vehicle as part of the Charging Service at Own Stations and Partner Stations, and regulating the terms and conditions of electricity sales on the basis of Charging Service Provision Agreements concluded as part of individual Charging Sessions. The Charging Service Access Agreement, insofar as it relates to the provision of services by electronic means, has the nature of an agreement for the provision of services by electronic means in accordance with the provisions of the Act of 18 July 2002 on the provision of services by electronic means;
32. **Charging Service Provision Agreement** – an agreement concluded for the duration of a particular Charging Session between ORLEN S.A. and the Client. The terms and conditions for the drawing and sale of electricity as part of the Charging Service are governed by these T&C;
33. **Charging Service** - allowing the Client to draw and purchase electricity for the purpose of charging an electric vehicle at Own Stations and Partner Stations in accordance with the Electromobility Act. Within the meaning of the VAT Act, the Charging Service constitutes the supply of electricity, which, pursuant to Article 2(6) of the VAT Act, is a commodity. The supply of electricity for the purposes of a given Charging Session is based on the Charging Service Provision Agreement;

34. **Digital Service** – a service which, in relation to digital data associated with the Charging Service Provision Agreement, transmitted or generated by the Consumer or other users of that service, allows the Client to access, generate, process and store such data, or allows other forms of interaction using such data in digital form;
35. **ORLEN ID Service** - the service consists in creating an integrated ORLEN ID Account with a single login and password, providing access to various services offered by the ORLEN Group. The ORLEN ID Account allows users to use the services of the ORLEN Group without having to log in separately to each of them, which is intended to facilitate the management of access and services without the need for multiple authentication;
36. **Electromobility Act** - Act of 11 January 2018 on electromobility and alternative fuels;
37. **VAT Act** – Act of 11 March 2024 on tax on goods and services (VAT);
38. **Own Network of Charging Stations / Own Network** - Charging Stations that allow for the charging of an electric vehicle battery, where ORLEN S.A. acts as CPO and eMSP.

2. GENERAL PROVISIONS

1. These T&C set out the rules for the drawing and purchase of electricity by the Client as part of the Charging Service and use of Charging Stations that are part of the ORLEN S.A. Network, including Own Stations and Partner Stations, as well as the rules for the Provision of Services by Electronic Means, including the types and scope of services provided and the process of registration on the IT Portal
2. The content of the Charging Service Access Agreement concluded with the Client is determined by individual provisions of the T&C and the Price List. ORLEN S.A. stores and makes available the T&C and the Price List prior to the registration process on the Website and enables the acquisition, reproduction and recording of the content of the T&C and the Price List by means of the Application. Notwithstanding the above, ORLEN S.A. makes the T&C available on a durable medium, in an e-mail confirming successful registration of the Client, sent to the E-mail Address provided by the Client when filling in the registration form.
3. The Client must comply with the provisions of the Charging Service Access Agreement, the T&C and instructions posted on the charging infrastructure.
4. These T&C also constitute, to the extent applicable, the terms and conditions for the provision of services by electronic means referred to in Article 8(1)(1) of the Act of 18 July 2002 on the provision of services by electronic means.
5. These T&C also set out the rules for Ad Hoc Charging and Ad Hoc Payments.
6. These T&C do not apply to business operators with whom ORLEN S.A. has concluded an Agreement for the issuance and use of Fleet Cards or an Agreement for the issuance and use of Microfleet Cards, as well as an agreement concerning the charging of vehicles in the ORLEN S.A. Network, provided that the drawing and purchase of electricity for vehicle charging takes place within the scope of using Fleet Cards or Microfleet Cards.

3. TYPE AND SCOPE OF ELECTRICITY SUPPLY WITHIN THE SCOPE OF THE CHARGING SERVICE

1. ORLEN S.A., as eMSP, allows the Client to draw and purchase electricity as part of the Charging Service at Own Stations and Partner Stations after the Client has registered on the IT Portal or as part of the Client's use of Ad Hoc Charging.
2. A list of current locations of Charging Stations where the Charging Service, including Ad Hoc Charging, is provided is available on the IT Portal. Partner Stations are highlighted in the Application in the Charging Station name field.
3. As an option, ORLEN S.A. provides the Client with access to the IT Portal, which ensures, among other things: initiation and termination of the Charging Session, IT services and communication services, allowing the Client to draw and purchase electricity as part of the Charging Service.
4. The registration of a Client via the IT Portal is tantamount to the conclusion of the Charging Service Access Agreement between the Client and ORLEN S.A.
5. The Charging Service Access Agreement is concluded in order to set out the principles of drawing and purchase of electricity as part of the Charging Service at Charging Stations that are part of the ORLEN S.A. Network and the principles of the Provision of Services by Electronic Means.
6. The Charging Service Access Agreement does not impose an obligation on the Client to use the Charging Station, nor does it make the drawing and purchase of electricity as part of the Charging Service contingent on the conclusion of a subscription agreement, an electricity sales agreement or any other agreement that would require the Client to provide periodic performance or to perform other obligations of this kind.
7. The drawing and purchase of electricity during individual Charging Sessions is provided on the basis of the Charging Service Provision Agreement, which is concluded when the Client starts drawing electricity during a single Charging Session and which ends when the Client makes payment for the electricity supplied during that Charging Session, together with any other fees specified in the Price List. The terms of sale and performance of the Charging Service are governed by the Charging Service Access Agreement, the T&C and the Price List.
8. The Client agrees and warrants that the Client will only use the Charging Stations to charge the Client's electric vehicle in accordance with the instructions for use of the charging stations posted on the Charging Stations and in compliance with the provisions of these T&C.
9. 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 liability insurance;
 - c) the vehicle is transporting flammable, corrosive, explosive or other similar materials and substances that may pose a danger to persons and property;
 - d) the vehicle is not legally authorised for road traffic;
 - e) the vehicle does not have a valid technical inspection certificate.
10. In the event of a temporary inability to initiate a Charging Session, following the Client's prior registration on the IT Portal or as part of the Client's use of Ad Hoc Charging – provided that the Charging Station is operational – the Client may contact the Helpline in

order to determine if it is possible to use an alternative method of providing the Charging Service and to obtain the necessary information in this regard. The Client's use of the above service will be deemed equivalent to the Client's consent to the limited application of the provisions of these T&C resulting from the specific nature of this procedure.

11. ORLEN S.A. is entitled to offer Promotions at all or selected Charging Stations, limited in time, which entitle Clients to a discount on the drawing and purchase of electricity as part of the Charging Service. Each time, details and conditions of the Promotion will be specified in the Promotion Rules.

4. TERMS OF AD HOC CHARGING

1. ORLEN S.A. enables the Client to use Ad Hoc Charging at selected Charging Stations.
2. The use of the Network by means of Ad Hoc Charging is available to the public and does not require the Client to enter into a written agreement or to register via the IT Portal (Application) or to conclude the Charging Service Access Agreement.
3. The steps necessary to use Ad Hoc Charging include:
 - a) acceptance by the Client of the T&C located on the multimedia panel of the Charging Station, or on the Payment Terminal or on the Website for Ad hoc Charging. The above consent is tantamount to the Client's acceptance of payment terms and conditions of the cashless payment operator;
 - b) selection of the payment method;
 - c) selection of the fee for using the Charging Session (to be selected from the amounts available on the multimedia screen of the Charging Station or on the Payment Terminal or on the Website for Ad Hoc Charging) and its Authorisation in order to block the Client's funds, enabling payment for the electricity drawn and purchased, taking into account other fees provided for in the Price List as part of the Charging Service.
4. The Client, who is a Consumer, by accepting the T&C, declares that he or she requests that the sale of electricity as part of the Charging Service also commence before the end of the period for withdrawal from the Charging Service Provision Agreement and that he or she has acknowledged the loss of the right of withdrawal upon full performance of the agreement by the business operator, i.e. the end of a given Charging Session.
5. As soon as the Client accepts the T&C on the multimedia panel of the Charging Station or on the Payment Terminal or on the Website for Ad Hoc Charging, the Charging Service Provision Agreement is concluded.
6. Ad Hoc Charging is initiated via the multimedia panel of the Charging Station or via the Payment Terminal or the Website for Ad Hoc Charging, by means of selecting the appropriate Connector and accepting the Price List applicable to the relevant Charging Session.

5. CONDITIONS FOR CLIENT REGISTRATION

1. The Client may use the Network after the prior registration on the IT Portal (Application).
2. A Client who has an ORLEN ID Account may use the Network only by connecting the Client Account to the ORLEN ID Account. The rules for the provision of the ORLEN ID Service by ORLEN and the terms and conditions of use of this service are set out in the Terms and Conditions of the ORLEN ID Service.

3. The above does not exclude the Client's right to start a Charging Session on the terms of Ad Hoc Charging specified in section 4 of the T&C.
4. The steps required for registration are as follows:
 - a) the Client completing the registration form available in the Application;
 - b) the Client's acceptance of these T&C;
 - c) the Client's confirmation of the e-mail sent by ORLEN S.A. confirming successful registration; the confirmation message will be sent to the E-mail Address provided in the registration form.
5. The Client who is a business operator declares during registration, by ticking the appropriate box on the registration form, that he or she concludes the Charging Service Access Agreement in connection with his or her business or professional activity.
6. The Client who is a Consumer declares in the course of registration that he or she requests that the sale of electricity as part of the Charging Service commence before the end of the period for withdrawal from the Charging Service Access Agreement and each time before the end of the period for withdrawal from the Charging Service Provision Agreement and that he or she has acknowledged the loss of the right of withdrawal upon full performance by the business operator of the sale of electricity as part of the Charging Service, i.e. the end of a given Charging Session.
7. As soon as the Client confirms the e-mail sent by ORLEN S.A. confirming successful registration, the Charging Service Access Agreement is concluded.
8. Before commencing the supply of electricity as part of the Charging Service, ORLEN S.A. will send to the Client, at the E-mail Address provided in the registration form, on a durable medium, confirmation of the conclusion of the Charging Service Access Agreement and confirmation of the loss of the right to withdraw from the agreement upon full performance of the sale of electricity as part of the Charging Service by eMSP.
9. Interruption of the registration process by the Client before completion of the form, without sending the data or lack of the Client's confirmation of the e-mail message confirming registration sent by ORLEN S.A., means lack of registration and failure to conclude the Charging Service Access Agreement.
10. The Client is required to provide debit/credit card details prior to the commencement of the first Charging Session.
11. The Client agrees to use the Website and the IT Portal in accordance with the provisions of these T&C, in particular to correctly fill in the registration form, i.e. to provide correct and accurate data.
12. By entering the data during the registration process, the Client declares that the data is accurate and correct. The Client may change the data at any time via the Client Account.
13. A Charging Session is initiated via the Application by selecting the appropriate Connector and by accepting the Price List applicable to the relevant Charging Session.
14. The Client may not send any unlawful information or content, any content that is offensive, erroneous or misleading information, or content that contains viruses or that may cause disruption or damage to computer systems, in particular via the form available on the IT Portal.
15. If a third party obtains access to the Client Account, the Client must inform ORLEN S.A. immediately by contacting the Helpline.

6. CANCELLATION OF CHARGING SERVICE

1. Either Party to the Charging Service Access Agreement may terminate it with immediate effect, for whatever reason, by giving notice of termination, subject to section 6.2.
2. ORLEN S.A. may terminate the Charging Service Access Agreement concluded with the Client only for important reasons, which are deemed to be exclusively:
 - a) the Client's breach of his or her obligations under the Agreement or breach of the provisions of the T&C, provided that the Client has not ceased the breach within 30 days counting from the day he or she was requested to do so;
 - b) actions aimed at disrupting or endangering the operation of the IT Portal by means of which ORLEN S.A. provides services to individual Charging Stations at Own Stations and Partner Stations, provided that the Client has not ceased the disruption or endangering within 30 days counting from the day on which he or she was requested to do so and remove the effects of such actions;
 - c) legal changes or technical obstacles not attributable to ORLEN S.A. which prevent or substantially hinder ORLEN S.A. from performing the activities of eMSP.
3. The Client's notice of termination of the Charging Service Access Agreement may be given electronically - via the Website and based on the template form attached as Appendix No. 1 to the T&C.
4. Termination of the Charging Service Access Agreement by the Client also occurs in the event of the Client deleting the Client Account by submitting an appropriate statement in the Application.
5. Effective termination of the Charging Service Access Agreement is tantamount to discontinuation of the Charging Service, which results in permanent deletion of the Client Account. ORLEN S.A. makes the reservation that for technical reasons the deletion of the Client Account may take place up to 48 hours after receipt of the Client's notice of termination. Until the Client Account is permanently deleted, the provision of the Charging Services, if used by the Client, will take place in accordance with the rules applicable so far as set out in these T&C.
6. The Consumer has the right to withdraw from the Charging Service Access Agreement within 14 days of its conclusion without giving any reason.
7. The Consumer may submit a declaration of withdrawal from the Charging Service Access Agreement in particular electronically - via the Website. In particular, the declaration of withdrawal may be submitted on the basis of the template form attached as Appendix No. 2 to the T&C or the template withdrawal form set out in Attachment No. 2 to the Act of 30 May 2014 on consumer rights. It is not obligatory to withdraw from the Agreement electronically or to use the template withdrawal form.
8. A Consumer who exercises the right to withdraw from the Charging Service Access Agreement must pay for the electricity supplied to his or her electric vehicle until the moment of withdrawal from the Charging Service Access Agreement, including other fees due in accordance with the Price List applicable to a given Charging Session.
9. Pursuant to Article 38(1)(6) of the Act of 30 May 2014 on consumer rights, the Consumer is not entitled to withdraw from the Charging Service Provision Agreement for a vehicle concluded in accordance with section 3.7 of the T&C.

7. TECHNICAL CONDITIONS FOR THE PROVISION OF THE CHARGING SERVICE

1. ORLEN S.A. reserves the right to temporarily block the Client Account in the event of technical problems with the supply of electricity as part of the Charging Service.
2. ORLEN S.A. reserves the right to temporarily suspend the possibility of drawing and purchasing electricity as part of the Charging Service at some or all Charging Stations in the event of problems with communication between IT systems and Charging Stations.
3. ORLEN S.A. may refuse to provide electric vehicle charging to the Client if it is justified for safety reasons, in particular the protection of life, health or property and in other cases resulting from the provisions of applicable laws or in the event of a breach of the T&C. In each case of refusal to provide the Charging Services to the Client, ORLEN S.A. will, upon the Client's request, provide the Client by e-mail with reasons for the refusal. The Client has the right to claim compensation for any loss caused by actions of ORLEN S.A. in accordance with the principles set out in the provisions of generally applicable law.
4. ORLEN S.A. will notify the Clients of any modernisation works or malfunction of the Network via electronic communication channels (E-mail, IT Portal)
5. Access to electric vehicle charging as part of the Charging Service within Own Network and Partner Network is possible via the Application. The above does not exclude the Client's right to start a Charging Session in the Ad Hoc Charging formula specified in section 4 of these T&C.
6. The necessary technical requirements to use the Application include:
 - a) use of an up-to-date version (including one that does not require any update or is installed on the mobile device) of the software (Android or iOS) that enables the use of the relevant online store (including Google Play and AppStore);
 - b) a mobile device that is compatible with the Application, correctly configured, within reach of a telecommunications network and equipped with one of the following operating systems:
 - i. Android version 4.4 and later;
 - ii. iOS version 9 and later.
 - c) the Application installed and correctly configured on the mobile device described above;
 - d) an active data service correctly configured on the mobile device described above, provided by the telecommunications operator and activated on the mobile device;
 - e) an active email account.
7. Necessary technical requirements to use the Website:
 - a) access to websites - via a web browser;
 - b) an active data service correctly configured on the mobile device, provided by the telecommunications operator and activated on the mobile device;
 - c) an active email account.
8. The data presented on the Website and in the Application regarding the availability of the Charging Stations are for information purposes only. In the case of technical problems independent of ORLEN S.A. and disrupting the operation of the IT Portal or failure of a Charging Station, the data presented may prove inaccurate or outdated. ORLEN S.A. will

take necessary actions to immediately remove any technical problem or failure and will make best efforts to ensure that the presented data are correct and up-to-date.

9. The system for tracking location of a mobile device on which the Application is used and the data service using a telecommunications network allowing for the use of certain Application features, are not services provided by ORLEN (and are not an element of the Application) and are provided by third parties other than ORLEN. Consent to the location of a mobile device may be revoked at any time by the Client in the Application settings. Revocation of the location consent may result in malfunction of the Application, including hindering or preventing the charging of an electric vehicle and billing for the electricity purchased for this purpose.
10. ORLEN S.A. is entitled to update the Application installed on the mobile device with the consent of the Client. To the extent that an update of the Application will not affect the terms of using the Charging Service or the terms of using the Application, such an update does not require any amendment to the T&C. ORLEN S.A. applies a number of safeguards on the IT Portal, which include the protection of the data entered and their secure processing, in particular as regards the personal data provided.

8. PRICE LIST, PAYMENTS AND SETTLEMENT OF CASHLESS TRANSACTIONS

1. Electricity prices within the Charging Service and parking fees or other additional fees at Own Stations and Partner Stations are specified in the Price List. The applicable electricity prices and other fees may vary depending on the type of Connector, the maximum power of the Connector, the location of the Charging Station, and the hourly range during which the price for the Charging Service applies.
2. The parking fee is calculated for the duration of the vehicle's parking during the ongoing Charging Session – from the moment it starts to the moment it ends. ORLEN S.A. reserves the right to charge parking fees after a specified free parking period, which may vary depending on the type of Connector. The rates of parking fees and the length of free parking time are specified in the Price List.
3. The start of each Charging Session is tantamount to the Client's acceptance of the Price List. The final fee for the completed Charging Session is the sum of the price for the electricity supplied as part of the Charging Service, the parking fee and other additional fees specified in the Price List (if any).
4. The price and fees will be calculated and payment for the completed Charging Session will be collected after the vehicle is disconnected from the Charging Station. At that moment, the price for the sale of electricity completed during a given Charging Session and other fees applicable to such a Session become due, in accordance with the Price List accepted by the Client.
5. In the case of Ad Hoc Charging, the payments referred to in section 8.4 will be made by selecting the charging amount on the multimedia panel of the Charging Station or on the Payment Terminal or on the Website for Ad Hoc Charging, and then via Authorisation of that amount made using a payment card or other payment instrument accepted by the Payment Terminal or the Website for Ad Hoc Charging. The funds in the payment card holder's bank account will be settled after the completion of the electricity supply as part of the Charging Service.
6. In the case of Charging Sessions carried out using the Application, an invoice issued to a named individual or a VAT invoice (depending on whether the Client declared during

registration on the IT Portal that he or she is concluding the Charging Service Access Agreement in connection with his or her business or professional activity, in accordance with section 5.5 of these T&C) is available after the end of the Charging Session in the Client's Account in the Application.

7. At selected Charging Stations that enable Ad Hoc Charging, in order to receive a Transaction Confirmation, the Client should complete a form with the required data and provide an e-mail address. The form is filled in before the start of the Charging Session using the multimedia panel of the Charging Station or the Payment Terminal or the Website for Ad Hoc Charging – in this case, the Transaction Confirmation will be sent in PDF format after the end of the Charging Session to the E-mail Address provided in the form. If the Client does not provide the data required to issue the Transaction Confirmation or their E-mail Address, he or she will not receive the Transaction Confirmation even if requested at a later date.
8. By accepting these T&C, the Client agrees to receive invoices for the sale of electricity as part of the Charging Service (which, within the meaning of the VAT Act, constitutes the supply of electricity), parking fees and other additional charges (if any) by electronic means, and agrees to the following payment terms:
 - a) all fees and payments for the supply of electricity as part of the Charging Service (including other fees specified in the Price List) will be charged to the debit card or credit card specified by the Client before the start of the Charging Session, via the payment operator PayPro S.A., except payments processed via the Application, which will be charged after the end of the Charging Session;
 - b) in the event of insufficient funds on the Client's payment card, or if the Client's payment card is blocked or invalid and it is impossible to block funds, the Ad Hoc Charging function will not be available to the Client;
 - c) adding a payment card/credit card and its Authorisation (without authorisation amount in the case of the Application) takes place once before the first Charging Session. During any subsequent Charging Session, the added card is used. In the case of Ad Hoc Charging, the Authorisation referred to above will be expressed as a specific amount;
 - d) upon completion of the Charging Session, the Client is automatically charged for the electricity supplied as part of the Charging Service (including other fees specified in the Price List);
 - e) invoices for the supply of electricity as part of the Charging Service (including other fees specified in the Price List) are available in the Client's Account in the Application after the end of the Charging Session, and in the case of Ad Hoc Charging, invoices are sent to the e-mail address provided when completing the form, in accordance with the procedure described in section 8.7;
 - f) if the added payment card expires or is cancelled, the Client must use an active payment card in order to start the charging process. If this obligation is not complied with, the Client will not be able to start the Charging Session until the Client has registered an active payment card/credit card;
 - g) The Client must ensure that the debit/credit card used to start the Charging Session is valid and not blocked, and that it has sufficient funds to pay for the supply of electricity as part of the Charging Service for an electric vehicle. If the card cannot be debited, ORLEN S.A. has the right to request payment directly from the Client or to update the payment card in order to repeat the payment. ORLEN S.A. reserves the

right to contact the Client in order to clarify the status of payment for the supply of electricity as part of the Charging Service, for example if the ORLEN S.A. ICT system does not record payment for the supply of electricity as part of the Charging Service.

- h) payment services for transactions are provided by PayPro S.A. with its registered office in Poznań (60-198), ul. Pastelowa 8, entered in the Business Register of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number: 0000347935, REGON: 301345068, NIP: 7792369887, share capital PLN 4,737,100;
 - i) PayPro S.A. is responsible for the correct execution of payments and compliance with applicable security standards in this regard;
 - j) payment card transactions are carried out in accordance with the relevant terms and conditions of PayPro S.A. [regulamin korzystania z bramki platniczej paypo.pdf](#);
 - k) payment card transactions may be carried out using Google Pay, Apple Pay and BLIK services, in accordance with the terms and conditions of these services.
9. Rules for issuing and receiving invoices - National e-Invoice System (KSeF) provisions:
- a) the following provisions will apply from the date on which ORLEN S.A. becomes obliged to issue and make available to the Client invoices (which, within the meaning of this section, also include corrective invoices) structured using the National e-Invoice System (hereinafter: KSeF) pursuant to the provisions of the Act of 11 March 2004 on tax on goods and services (VAT) (hereinafter: the VAT Act) and from that date will take precedence in the event of any discrepancies with other arrangements between the Parties governing the manner of issuing, sending and receiving invoices;
 - b) ORLEN S.A. will issue and provide the Client with an invoice using KSeF, unless there are circumstances referred to in the VAT Act that prevent such action or entitle ORLEN S.A. to take other action – in such a case, the invoice will be issued and made available to the Client in accordance with the rules set out in the VAT Act and the sections indicated below;
 - c) the date of issue of a structured invoice shall be deemed to be the date on which ORLEN S.A. sends the invoice to KSeF, and in the case of an invoice referred to in Article 106 nda (1) or (16) of the VAT Act or invoices issued during a failure or unavailability of KSeF – the date of issue indicated by ORLEN S.A. on that invoice;
 - d) the date of effective delivery of the invoice to the Client shall be deemed to be the date of its receipt within the meaning of the VAT Act; in the case of a structured invoice, this will therefore be the date on which it is assigned an individual identification number in KSeF;
 - e) if the VAT Act allows for the possibility of providing the Client with an invoice in a manner other than using KSeF, such an invoice may be delivered to the Client in accordance with section 8.8.(e) of these T&C (in such a case, the date of effective delivery of the invoice will be deemed to be the date of generation and availability of the invoice in the Client's Account in the Application, and in the case of Ad Hoc Charging – the date of sending by ORLEN an e-mail containing the above invoice or the date of assigning an identification number to the invoice in KSeF – whichever occurs first);
 - f) an invoice will be deemed to have been correctly issued if it has been issued in accordance with the rules for issuing invoices specified in the VAT Act;

- g) The rules referred to in points (e) and (f) above shall apply accordingly to structured attachments.

9. LIABILITY OF THE PARTIES

1. ORLEN S.A. is liable to the Client for damage resulting from non-performance or improper performance of the Charging Service Access Agreement and the Charging Service Provision Agreement on generally applicable terms, taking into account the respective obligations of ORLEN S.A. as CPO and eMSP, subject to sections 9.2-9.7.
2. ORLEN S.A. is not liable for the inability to charge an electric vehicle in situations beyond the control of ORLEN S.A., in the case of:
 - a) failure of the Charging Station (including problems with communication with the Charging Station or failure of the Payment Terminal or the Website for Ad Hoc Charging),
 - b) failure of the IT Portal,
 - c) use of the Charging Station by another Client,
 - d) the Client's breach of the provisions of the T&C or the instructions for use of the Charging Station posted on the Charging Station used by the Client,
 - e) the Client's failure to comply with the instructions of the Helpline.
3. ORLEN S.A. is not liable for the consequences and any damage caused as a result of incorrect data provided by the Client during the registration process.
4. ORLEN is not liable for the use of the Application by the Client in a way contrary to its purpose and on devices that do not meet the security rules necessary for the proper use of the Application.
5. ORLEN S.A. is not liable for any drop in charging power below the nominal power during the Charging Session resulting from technical limitations of the Client's electric devices or electric vehicle.
6. ORLEN S.A. is not liable for restrictions in the availability of electricity as part of the Charging Service caused by modernisation works on the Network.
7. ORLEN S.A. is not liable for the use of the Client Account by any third party.
8. ORLEN S.A. reserves the right to temporarily block the Client Account in a situation where:
 - a) the Client does not comply with the provisions of these T&C,
 - b) the Client does not comply with the provisions of generally applicable law,
- in such a case, access to the Client Account will be restored immediately after the Client ceases the breach and remedies the effects of the breach, insofar as this is necessary for the continued use of the Client Account,
 - c) the Client has failed to pay for a Charging Session made via the Application.
9. The Client is prohibited from disconnecting vehicles of other Clients from the Charging Station.
10. ORLEN S.A. reserves the right to charge the Client (this does not apply to Consumers) a contractual penalty of PLN 5,000 for each case of:

- a) damage/destruction of Charging Stations included in the ORLEN S.A. Network (own stations or partner stations) or IT Portal by the Client,
 - b) using the Charging Stations included in the ORLEN S.A. Network (own stations or partner stations) in a way that is inappropriate and inconsistent with the T&C and the rules of use,
 - c) unreasonably preventing or restricting the use of Charging Stations included in the ORLEN S.A. Network (own stations or partner stations) to other Clients.
11. If the contractual penalties stipulated in section 9.10 do not cover the damage incurred by ORLEN S.A. or another CPO, ORLEN S.A. reserves the right to claim additional compensation up to the amount of the damage incurred, in accordance with generally applicable principles.
12. In the case of other breaches of the T&C by the Client, in particular failure to comply with the obligations set out in section 3 of the T&C, the Client will be liable in accordance with generally applicable principles.

10. COMPLAINTS AND REQUESTS

1. Any complaints concerning the supply of electricity as part of the Charging Services and the Charging Station infrastructure can be made in particular via opinie.orklen.pl or the Helpline.
2. In order to process a complaint, the following data are required: first name, surname, E-mail Address and the reason for the request.
3. Complaints that do not contain the above data will not be processed.
4. ORLEN S.A. will make efforts to process complaints immediately upon their receipt. Complaints made by a Consumer will be considered no later than within 14 days, and those submitted by other Clients within 30 days from the date of receipt by ORLEN S.A. Failure by ORLEN S.A. to respond to a Client's complaint within the applicable timeframe will be deemed as acceptance of the complaint by ORLEN S.A.
5. The Client will be informed of the outcome of the complaint by e-mail to the E-mail Address provided during registration or to the return e-mail address.
6. The Consumer has the right to use out-of-court complaint and redress procedures. Information on these options and the rules of access to these procedures are available at the offices and on the websites of county (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Trade Inspection Officers and on the website of the Office for Competition and Consumer Protection www.uokik.gov.pl.
7. If the electricity supplied by ORLEN S.A. as part of the Charging Services is not in accordance with the Charging Service Provision Agreement and the Charging Service Access Agreement, the Client has the right to request a price reduction or withdraw from the Agreement.
8. The reduced price must remain in proportion to the price specified in the Price List, in which the value of electricity supplied to and drawn by the Client as part of the Charging Service not in accordance with the Charging Service Provision Agreement and the Charging Service Access Agreement remains to the value of electricity as part of the Charging Service in accordance with the Charging Service Provision Agreement and the Charging Service Access Agreement.

9. ORLEN S.A. declares that due to the specific nature of electricity supply as part of the Charging Service, it is impossible to repair or replace the electricity supplied.
10. If ORLEN S.A. fails to provide the Digital Service, the Client should request ORLEN S.A. to provide it. If, despite the request, ORLEN S.A. fails to deliver the Digital Service immediately or within an additional period of time expressly agreed upon by the parties, the Client may withdraw from the agreement.
11. The Client may withdraw from the agreement without requesting ORLEN to provide a Digital Service if:
 - 11.1. it is clear from a statement of ORLEN S.A. that it will not deliver the Digital Service;
or
 - 11.2. The Client and ORLEN S.A. have agreed, or it is clear from the circumstances of entering into the Charging Service Access Agreement, that a specific date for the delivery of the Digital Service was of the essence to the Client and ORLEN S.A. failed to deliver it by that date.
12. If the Digital Service does not comply with the Charging Service Access Agreement, the Client may request that it be brought into compliance with that agreement.
13. ORLEN S.A. may refuse to bring the Digital Service into compliance with the Charging Service Access Agreement only if such bringing of the Digital Service into compliance with that agreement is impossible or would require excessive costs for ORLEN S.A.
14. ORLEN S.A. will bring the Digital Service into compliance with the Charging Service Access Agreement at its own expense and within a reasonable time, no later than 14 days, from the moment it learns from the Client of the non-compliance with that agreement and without undue inconvenience to that Client. If the bringing of the Digital Service into compliance with the Charging Service Access Agreement should exceed the time limit set out in the preceding sentence, ORLEN must immediately inform the Client of the risk of the time limit being exceeded and indicate the final deadline for bringing the Digital Service into compliance with the Charging Service Access Agreement. In this case, the Client may either agree to have the Digital Service brought into compliance with the Charging Service Access Agreement within an additional final deadline or to submit a declaration of withdrawal from the agreement.
15. The bringing of the Digital Service into compliance with the Charging Service Access Agreement will take into account the nature and purpose for which the Digital Services are used.
16. The Client may make a declaration of withdrawal from the agreement if:
 - 16.1. the bringing of the Digital Service into compliance with the Charging Service Access Agreement is impossible or requires excessive costs,
 - 16.2. ORLEN has failed to bring the Digital Service into compliance with the Charging Service Access Agreement in accordance with section 10.14 above,
 - 16.3. failure of the Digital Service to comply with the Charging Service Access Agreement continues even though ORLEN has attempted to bring the Digital Service into compliance with the Charging Service Access Agreement,
 - 16.4. the non-compliance of the Digital Service with the Charging Service Access Agreement is so significant as to justify withdrawal from that agreement without the Client first making the request referred to in section 10.9 above,

16.5. it is clear from ORLEN's statement or the circumstances that it will not bring the Digital Service into compliance with the agreement within a reasonable time or without undue inconvenience to the Client.

11. PERSONAL DATA

In performance of the legal obligation imposed on the Data Controller by the provisions of Article 13 and Article 14 of 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) hereinafter referred to as "GDPR":

1. ORLEN S.A. informs that it is the controller of the Client's personal data. Telephone numbers to contact the data controller:

(24) 256 00 00, (24) 365 00 00, (22) 778 00 00.

2. The Data Protection Officer of ORLEN S.A may be contacted at the following email address:

daneosobowe@orlen.pl. The Data Protection Officer can also be contacted in writing at the address of ORLEN S.A. indicated in section 11.1 above, with the note "Data Protection Officer".

3. Personal data will be processed for the following purposes:

- a) to conclude and perform the Agreement regarding the access to the Charging Service and the supply of electricity, the performance of the Charging Service to which the Client is a party, or to take steps at the request of the data subject prior to entering into the agreement, including in particular the opening of an Account and the authentication of the Client;
- b) handling complaints and requests and responding to enquiries;
- c) handling, exercise and defence of mutual claims, if any;
- d) fulfilment of legal obligations imposed on ORLEN S.A. related to the payment of taxes, including the keeping and storing of tax records and documents related to keeping tax records and storing accounting evidence resulting from tax regulations (Tax Ordinance Act, VAT Act, Corporate Income Tax Act) and accounting regulations (Accounting Act). Fulfilment of the obligation as an Obligated Institution under the Anti-Money Laundering and Anti-Terrorist Financing Act;
- e) marketing of ORLEN S.A.'s own products and services;
- f) if the Client consents to be contacted by telephone or via means of electronic communication, to inform about offers, products of the ORLEN Group.

4. The legal basis for the processing of personal data by ORLEN S.A. for the purposes set out in section 11.3 above is:

- a) Article 6(1)(b) GDPR, performance of a contract to which the Client is a party or taking action prior to entering into a contract;
- b) Article 6(1)(c) GDPR, fulfilment of legal obligations incumbent on ORLEN S.A. i.e. fulfilment of obligations imposed by law;

- c) Article 6(1)(f) GDPR, legitimate interest of ORLEN S.A., in particular the handling, exercise and defence of mutual claims, if any, and marketing of ORLEN S.A.'s own products and services;
 - d) Article 6(1)(a) GDPR, the consent of the data subject where consent is given for the purposes indicated in such consents.
- 5. Providing personal data is voluntary. Providing personal data within the scope of Article 6(1)(b) and (c) is necessary for the conclusion and performance of the Charging Service Access Agreement and the Charging Service Provision Agreement.
- 6. The Client's personal data will be processed for the duration of the Agreement until its termination, and after that time for the period resulting from the provisions of law and internal regulations, at least until the expiry of claims under the Agreement between ORLEN S.A. and the Client. If additional consents are given, personal data will be processed until they are withdrawn.
- 7. Personal data may be disclosed by ORLEN S.A. to entities cooperating with it (recipients), in particular to the cashless payment operator for the purpose of registering a payment card and handling and settling Transactions made by the Client, IT system provider, entities providing correspondence and parcel delivery services, entities providing legal services and debt collection services, entities providing accounting and bookkeeping services, invoicing services and document storage services.
- 8. The Client's rights in relation to the processing of personal data are as follows:
 - a) the right of access to the Client's data,
 - b) the right to rectification of personal data,
 - c) the right to erasure of personal data or restriction of processing,
 - d) the right to data portability, i.e. the right to receive personal data from ORLEN S.A. in a structured, commonly used IT format that is machine-readable. The right to data portability applies only to data processed on the basis of a contract with the Client,
 - e) the right to object - in cases where ORLEN S.A. processes personal data on the basis of its legitimate interest; the objection can be lodged on the grounds relating to a particular situation, at the e-mail address: daneosobowe@orlen.pl or at the address of the registered office of ORLEN S.A. with the note "Data Protection Officer",
 - f) the right to lodge a complaint with the President of the Office for Personal Data Protection.
- 9. If the Client has given the consent, it may be withdrawn at any time, e.g. by sending an email to: daneosobowe@orlen.pl, or by sending correspondence to the address of the registered office of ORLEN S.A. with the note "Data Protection Officer". The withdrawal of consent does not affect the lawfulness of the processing or sending of commercial information performed on the basis of the consent before its withdrawal.

12. FINAL PROVISIONS

- 1. The Charging Service Access Agreement is concluded for an indefinite period of time and will be governed by Polish law.
- 2. Any disputes that may arise in connection with the performance of the Charging Service (Charging Service Access Agreement and Charging Service Provision Agreements) shall be settled by the court having jurisdiction over ORLEN S.A.'s registered office. This does

not apply to Agreements concluded with a Consumer, in the case of which any disputes that may arise in connection with the performance of the Charging Service will be settled by the court competent in accordance with generally applicable laws.

3. If any provision of these T&C is or becomes invalid, this will not affect the validity of the Charging Service Access Agreement, which will remain otherwise unaffected. This will not apply to agreements concluded with a Consumer.
4. The transfer of rights and obligations under the Charging Service Access Agreement by the Client requires the prior written consent of ORLEN S.A.
5. ORLEN S.A. reserves the right to amend the T&C in justified cases and to the extent necessary, resulting from an important reason justifying the amendment, i.e. exclusively due to:
 - a) the need to adapt the T&C to changes in law;
 - b) the issuance of recommendations, orders, decisions or court rulings by an authorised body or court, which require an appropriate change to the T&C;
 - c) the need to protect the Clients' legitimate interests;
 - d) the need to ensure safe operation and use of the charging station Network, and changes in technical requirements related to the use of the charging station Network;
 - e) the need to adapt the T&C to the best practices related to the provision of services by electronic means or the expansion or change of the operation of the IT Portal;
 - f) the introduction of a new or extended functionality in the provision of the Charging Service, and changes in the access to and provision of the Charging Service;
 - g) the possibility of offering the Clients better conditions of using the Charging Service.
6. These T&C are available in two language versions, in Polish and in English.
7. ORLEN S.A. will provide information about any amendment to the T&C or about the introduction of new terms and conditions pursuant to section 2.2 of the T&C 30 days before any such amendment to the T&C or introduction of new terms and conditions. The amendment to the T&C or introduction of the new terms and conditions will be effective with regard to the Clients who do not cancel the services within 14 days after providing information about such a change. Lack of consent to the amendment to the T&C or to the introduction of the new T&C will be tantamount to termination of the Charging Service Access Agreement.
8. The Client may accept an amendment to the T&C or the introduction of new T&C before the expiry of the aforementioned deadline in the Application. The Client using the Ad Hoc Charging service accepts the T&C in accordance with section 4.3(a) of the T&C.
9. In each case, Promotion Rules will be valid for the duration of the given Promotion. The Client's participation in the Promotion is voluntary and is subject to the Client's fulfilment of the terms and conditions of the Promotion.
10. ORLEN S.A. reserves the right to make changes to the Website and the registration form at any time, to temporarily or permanently limit the availability of services, or to withdraw services altogether.
11. ORLEN S.A. applies a code of ethics "Core Values and Standards of Conduct of PKN ORLEN S.A.", which is available at: www.orken.pl.

12. Communication with the Client will take place electronically, by means of the Client Account or the E-mail Address provided in the registration form or by telephone via the Helpline.
13. In matters not provided for by these T&C, the provisions of generally applicable law will apply, including the Act of 23 April 1964 - Civil Code, the Act of 18 July 2002 on the provision of services by electronic means and the Act of 11 January 2018 on electromobility and alternative fuels.
14. These T&C will be effective from 15 June 2026 and replace the T&C dated 17 February 2026 as of those dates. Sections 12.7 and 12.8 of the T&C will apply accordingly.

Place and date

Name

Address

Client number

ORLEN S.A.
ul. Chemików 7
09-411 Płock

Correspondence address:

ORLEN S.A.
ul. Bielańska 12
00-085 Warsaw

**NOTICE OF TERMINATION
OF CHARGING SERVICE ACCESS AGREEMENT**

I declare that I terminate with immediate effect the Charging Service Access Agreement concluded on

Client's signature

Place and date

Name

Address

Client number

ORLEN S.A.
ul. Chemików 7
09-411 Płock

Correspondence address:

ORLEN S.A.
ul. Bielańska 12
00-085 Warsaw

**NOTICE OF WITHDRAWAL
FROM CHARGING SERVICE ACCESS AGREEMENT**

I declare that, as a consumer, pursuant to Article 27 of the Consumer Rights Act of 30 May 2014 (consolidated text: Journal of Laws 2023, item 2759), I withdraw from the Charging Service Access Agreement concluded on _____

Client's signature