

# ORLEN Flota TERMS AND CONDITIONS OF CHARGING SERVICES ("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** - a mobile application named *ORLEN Charge* which allows the Clients to use the Charging Services, as well as loyalty and discount programmes of ORLEN S.A.;
3. **Authorization** - means confirmation of the availability of funds in the cardholder's bank account required for the execution of transactions for Charging Services.
4. **Price List** - a list of prices for Charging Services on the ORLEN S.A. Network for electricity consumed in kilowatt hours (kWh), available on the Website or on the screen in the multimedia panel of the Charging Station or in the Application. The Charging Service may be subject to a parking fee and other additional charges set out in the Price List. A change of the Price List does not constitute an amendment to these T&C;
5. **Charging Service Provider** - an entity that operates a Charging Station and provides the Charging Service which covers charging and ensuring the possibility of using the infrastructure of the Charging Station for charging purposes;
6. **ORLEN Group** - ORLEN S.A. and all companies that are directly or indirectly controlled by ORLEN S.A.;
7. **Helpline** - a call-in Customer Service Centre, which takes calls at the indicated telephone numbers (801 167 536 and 502 168 536) concerning complaints, damage to Charging Stations, and provides information on the operation of the Charging Station, the Client Account and the Application;
8. **Flota Card** - the Flota/Open Drive/Mikroflota fuel card;
9. **Client** - a business operator with which ORLEN S.A. has concluded the Flota Cards Issuance and Use Agreement or the Mikroflota Cards Issuance and Use Agreement and the Agreement for Charging Vehicles at ORLEN S.A. Station Network and which has accepted these T&C, as well as a business operator that uses 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 Payments on an *ad hoc* basis (including the selection of payment confirmation). The QR code is available to the Client at the Charging Stations selected by the Charging Service Provider.
11. **Client Account** - an account 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;
12. **Ad Hoc Charging** - means a charging service purchased by the Client without the need to register with the Charging Station Operator or Charging Service Provide, enter into a written

contract with them or establish a longer commercial relationship with them beyond the mere purchase of the service, offered at selected Charging Stations;

13. **Ad Hoc Payment** - means payment by the Client for the Ad Hoc Charging service acquired on a one-off basis using payment instruments commonly used in the European Union (including payment using a QR Code).
14. **Charging Station Operator** - an entity responsible for the construction, management, operational safety, operation, maintenance and repair of a charging station that is accessible to the public;
15. **Partner Network of Charging Stations/Partner Network** - Charging Stations within the framework of Partner Stations allowing the users to charge an electric vehicle battery, where ORLEN S.A. acts as the Charging Service Provider;
16. **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 the Capital City of Warsaw in Warsaw, 14<sup>th</sup> Commercial Division of the National Court Register under KRS no.: 0000028860, NIP: 774-00-01-454, REGON: 610188201, share capital/paid-up capital: PLN 534,636,326.25;
17. **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;
18. **Flota Portal** - an online information service that offers services for Fleet management, at [www.flota.orken.pl](http://www.flota.orken.pl) and any other supplement or continuation thereof, including its replacement;
19. **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;
20. **Promotion** - means the rules determined by ORLEN, in force by a set date, at Own Stations and Partner Stations, which entitle the Client or a new Client to a cash discount for the use of Charging Services.
21. **Promotion Rules** - means a document setting out the conditions and time of the Promotion as part of using the Charging Services by the Client or a new Client at Own Stations and Partner Stations;
22. **Charging Session** - the process of charging the batteries of an electric vehicle provided by the Charging Service Provider, 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 for the provision of the Charging Services, including a parking space, which may be equipped with a cashless payment terminal (Payment Terminal);

25. **Partner Station** – a Charging Station where an entity cooperating with ORLEN S.A. acts as the Charging Station Operator and where ORLEN S.A. acts as the Charging Service Provider;
26. **Own Station** – a Charging Station where ORLEN S.A. acts as the Charging Station Operator and the Charging Service Provider;
27. **Website** - a website dedicated to the Charging Service available at [www.orlencharge.pl](http://www.orlencharge.pl);
28. **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 (Journal of Laws 2004, item 34, as amended);
29. **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 the Charging Service Provider, located at selected Charging Stations;
30. **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, authorizing the Client to use the Charging Service at Own Stations and Partner Stations and setting out the conditions for the provision of the charging service on the basis of Charging Service Provision Agreements concluded during particular 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 (Journal of Laws 2002, item 344, as amended);
31. **Charging Service Provision Agreement** - agreement concluded for the duration of a particular Charging Session between ORLEN S.A. and the Client. The terms of providing the Charging Service as part of the Charging Service Provision Agreement are governed by these T&C;
32. **Charging Service** - charging the batteries of an electric vehicle and enabling the use of the charging station infrastructure to carry out the charging. The Charging Service is provided for a given Charging Session based on the Charging Service Provision Agreement;
33. **Digital Service** - a service that allows the Client to create, process, store or access data in digital form or that allows the sharing of or any other interaction with data in digital form uploaded or created by the Client or other users of that service.
34. **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 a Charging Service Provider.

## 2. GENERAL PROVISIONS

1. These T&C set out the rules for the provision of Charging Services and use of electric vehicle 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 correct 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, instructions posted on the charging infrastructure and, from the moment of registration, also on the ORLEN S.A. Website.
4. These T&C also constitute 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 (Journal of Laws 2020, item 344, as amended) to the extent of the part of services provided by electronic means.
5. These T&C also set out the rules for Ad Hoc Charging and Ad Hoc Payments.

### **3. TYPE AND SCOPE OF SERVICES PROVIDED**

1. ORLEN S.A. provides the Charging Service at Own Stations and Partner Stations upon prior registration of the Client on the IT Portal or after using the Ad Hoc Charging service by the Client. A list of current locations of electric vehicle Charging Stations where the Charging Service, including the Ad Hoc Charging service, is provided is available on the IT Portal.
2. At selected Charging Stations, the Charging Service is provided jointly by ORLEN S.A. and ORLEN Group companies. The stations in question are highlighted in the name field of the Charging Station in the Application.
3. As part of the Charging Service, ORLEN S.A. optionally makes available to the Client the IT Portal which provides, among others, the following services: initiating and terminating a Charging Session, IT services and communication services.
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 providing 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 provision 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 Charging Service for individual Charging Sessions is provided on the basis of the Charging Service Provision Agreement, which is concluded when the Client starts using the Charging Service during a single Charging Session and which ends when the Client makes payment for the Charging Service provided during that session. The terms of providing 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 authorized for road traffic;
  - e) the vehicle does not have a valid technical inspection certificate.
10. ORLEN is entitled to offer Promotions at all or selected Charging Stations, limited in time, which entitle Clients to a discount for using 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 enables 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) the Client's acceptance of the Terms and Conditions of Charging Services provided by ORLEN S.A., located on the multimedia panel of the Charging Station. 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 and the document confirming the payment.
  - c) selection of the maximum amount to be paid for the charging session (can be selected from the amounts available on the multimedia panel) and its Authorization in order to block the Client's funds enabling payment for the Charging Service.
4. The Client, by accepting the T&C, declares that it requests that the provision of the Charging Service also commence before the end of the period for withdrawal from the Charging Service Provision Agreement and that it has acknowledged the loss of the right of withdrawal upon full performance of the agreement by the business operator.
5. As soon as the Client confirms the T&C on the multimedia panel or on the Website dedicated to Ad Hoc Charging, the Charging Service Provision Agreement is concluded.
6. Ad Hoc Charging is initiated via the multimedia panel of the Charging Station by means of selecting the appropriate Connector and accepting the Price List applicable to the relevant Charging Session.

#### **5. CONDITIONS FOR CLIENT REGISTRATION AND CANCELLATION OF CHARGING SERVICES**

##### **Registration of the Client:**

1. The Client may use the Network after the prior registration on the IT Portal (Application).
2. The steps required for registration are as follows:

- a) the Client must complete the registration form available in the Application;
  - b) the Client must accept the Terms and Conditions of Charging Services provided by ORLEN S.A.;
  - c) the Client must accept the payment terms and conditions of the cashless payment operator;
  - d) the Client must confirm an e-mail message sent by ORLEN S.A. confirming correct registration; the message containing the confirmation will be sent to the E-mail Address provided when filling in the form;
3. The Client declares during registration, by ticking the appropriate box on the registration form, that it concludes the Charging Service Access Agreement in connection with its business or professional activity.
  4. As soon as the Client confirms the e-mail sent by ORLEN S.A. confirming correct registration, the Charging Service Access Agreement is concluded.
  5. Before starting the provision of the Charging Service, ORLEN S.A. will provide the Client with confirmation of the conclusion of the Charging Service Access Agreement on a durable medium to the E-mail Address provided in the registration form.
  6. 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.
  7. The Client is required to provide payment card/credit card details prior to the commencement of the first Charging Session.
  8. 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.
  9. 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.
  10. 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.
  11. 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.
  12. 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 paragraph 2 below.
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 its obligations under the Agreement or breach of the provisions of these T&C, provided that the Client has not ceased the breach within 30 days counting from the day it 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 it 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 its activity consisting in the provision of Charging Services.
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. Effective termination of the Charging Service Access Agreement is tantamount to resignation from 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.

## **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 in the provision of the Charging Services.
2. ORLEN S.A. reserves the right to temporarily suspend 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 the Charging Service 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 these 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 to provide the Charging Service. 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 modernization works or malfunction of the Network via electronic communication channels (E-mail, IT Portal).
5. Access to the Charging Service on own Network and on the Partner Network is possible via the Application.
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 the Charging Service.
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. The prices for the Charging Service at Own Stations and Partner Stations are set out in the Price List available on the Website, on the multimedia panel at the Charging Station or in the Application.
- 2. The start of each charging session is tantamount to acceptance of the Price List by the Client.
- 3. The respective amount is charged and payment made for the completed charging session when the vehicle is disconnected from the Charging Station. At that moment, the fee for the completed Charging Service during the relevant Charging Session becomes due and

payable, based on the Charging Service Provision Agreement and the Price List accepted by the Client.

4. In the case of Ad Hoc Payments, payment for the Charging Service is made by selecting the charging amount on the multimedia panel (can be selected from the amounts available on the multimedia panel) and then Authorizing it with a payment card or any other payment instrument accepted by the payment terminal located at the Charging Station or via the IT Portal. The funds in the cardholder's bank account will be settled upon completion of the Charging Service.
5. The fee for the Charging Service provided on the basis of a multimedia panel and Payment Terminal is billed solely on the basis of kilowatt hours (kWh) used. No parking fees are charged.
6. To receive payment confirmation, an e-mail address must be entered in the multimedia panel form.
7. In order to receive an invoice issued to a named individual (*faktura imienna*) for the amount paid for the Charging Service, it is necessary to fill in the form with the details and e-mail address. The invoice issued to a named individual will be sent by e-mail in PDF format. At selected Charging Stations that also allow for the selection of a VAT invoice, in order to receive a VAT invoice for the amount paid for the Charging Service, it is necessary to fill in the form with the details and e-mail address. In this case, the VAT invoice will be sent by e-mail in PDF format. For Clients that have not opted for a VAT invoice or an invoice issued to a named individual, the charging confirmation document will be available on the menu of the Ad Hoc Charging Website, after entering the last 4 digits of the Client's payment card and the date of the Charging Session.
8. By accepting the T&C, the Client agrees to receive invoices electronically and agrees to the following payment terms:
  - a) all fees and payments for the Charging Services provided will be debited from the payment card/credit card indicated by the Client prior to the start of the Charging Session, through cashless payment operators cooperating with ORLEN S.A., except for payment through the Application, in which case they will be debited at the end of the Charging Session.
  - b) in the event of the lack of funds on the Client's payment card or when the Client's payment card is blocked or invalid and it will be impossible to block the funds, the Ad Hoc Charging function will not be available to the Client.
  - c) adding a payment card/credit card and its authorization (without authorization 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 authorization referred to above will be expressed as a specific amount.
  - d) upon completion of the Charging Session, the Client is automatically charged for the Charging Service.
  - e) electronic invoices for the Charging Service are available in the Client Account after the completed Charging Session or by means of the procedure described above if the Application is used.
  - f) if the added payment card expires or is blocked, 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 payment card/credit card entered in connection with the start of the Charging Session is valid and not blocked, and that the Client has sufficient funds to pay for the Charging Service. 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 renew the payment. ORLEN S.A. reserves the right to contact the Client in order to clarify the status of payment for the Charging Service, for example, if the payment for the Charging Service is not recorded by the ICT system of ORLEN S.A.

## **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 Charging Station Operator and Charging Service Provider, subject to paragraphs 2 to 7 below.
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),
  - 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 particular Charging Station used by the Client.
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 limitations in availability of the Charging Services caused by modernization 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 with a 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;
  - 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 paragraph 10 above do not cover the damage incurred by ORLEN S.A. or another Charging Station Operator, 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 Charging Service and the infrastructure of the Charging Station can be made in particular via [opinie.orklen.pl](https://opinie.orklen.pl) or the Helpline.
2. In order to consider a complaint, the following data are required: Client's name, Flota Card number, E-mail Address and the reason for the request. Complaints that do not contain the above data will not be considered.
3. ORLEN S.A. will make efforts to consider complaints immediately upon receipt. Complaints made by the Client will be considered no later than within 30 days of receipt by ORLEN S.A. Failure by ORLEN S.A. to respond to the Client's complaint within the timeframe specified in the preceding sentence will be deemed as acceptance of the complaint by ORLEN S.A.
4. ORLEN S.A. must deliver to the Client, in performance of the Charging Service Provision Agreement, a Charging Service that is compliant with that agreement.
5. If a Charging Service provided by ORLEN S.A. is not compliant with the Charging Service Provision Agreement and Charging Service Access Agreement, the Client has the right to request a price reduction or withdraw from the Agreement.
6. The reduced price must remain in such proportion to the price resulting from the Price List as the proportion of the value of the Charging Service that is not compliant with the Charging Service Provision Agreement and the Charging Service Access Agreement to the value of the Charging Service that is compliant with the Charging Service Provision Agreement and the Charging Service Access Agreement.
7. ORLEN S.A. declares that repair or replacement of the Charging Service is not possible.
8. 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.

9. The Client may withdraw from the agreement without requesting ORLEN S.A. to provide a Digital Service if:
  - 9.1. It is clear from the statement of ORLEN S.A. that it will not deliver the Digital Service; or
  - 9.2. 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 failed to deliver it by that date.
10. 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.
11. 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.
12. 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.
13. 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.
14. The Client may make a declaration of withdrawal from the agreement if:
  - 14.1. the bringing of the Digital Service into compliance with the Charging Service Access Agreement is impossible or requires excessive costs,
  - 14.2. ORLEN has failed to bring the Digital Service into compliance with the Charging Service Access Agreement in accordance with paragraph 12 above.
  - 14.3. 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,
  - 14.4. 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 paragraph 10 above,
  - 14.5. 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.

15. The Client will be informed of the outcome of the complaint by e-mail to the E-mail Address provided during registration.

## 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 may also be contacted in writing at the address of the registered office of ORLEN S.A., 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 and provision of the Charging Services 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, Act on the tax on goods and services (VAT), 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 paragraph 4 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. The provision of personal data is voluntary but 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 accounting and bookkeeping services, 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 e-mail 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 agreements (Charging Service Access Agreement and Charging Service Provision Agreements) shall be settled by the court having jurisdiction over ORLEN S.A.'s registered office.
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.
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 authorized 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 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, Polish and English.
7. ORLEN S.A. will provide information about any amendment to the T&C or about the introduction of new T&C pursuant to section 2.2 of the T&C thirty days before any such amendment to the T&C or introduction of new T&C. The amendment to the T&C or introduction of the new T&C will be effective with regard to the Clients that do not cancel the services within 14 days after providing information about the amendment to the T&C or introduction of the new T&C. 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 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.ornen.pl](http://www.ornen.pl).
12. Communication with the Client will take place electronically, by means of the Flota Portal 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 (Journal of Laws 2023, item 1610, as amended) and the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws 2020, item 344, as amended).
14. These T&C shall be effective from September 12, 2024 and shall replace the T&C of July 3, 2023 as of that date. Paragraphs 7 to 8 shall apply accordingly.

Appendix No. 1 to Terms and Conditions of Charging Services

\_\_\_\_\_  
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