

ORLEN FLOTA VEHICLE CHARGING REGULATIONS (the “Regulations”)

These Regulations set out the rules of carrying out vehicle charging transactions by Customers using the ORLEN Charge Application without any operations at a Service Station cash register.

A Customer who has signed a ORLEN S.A. Service Station Network Vehicle Charging Agreement may use the ORLEN Charge Application and perform vehicle charging transactions.

1. DEFINITIONS

The words and expressions used herein shall have the following meanings:

- 1. Electronic address / Email address / Email** – an electronic mail address for sending messages over a computer network, including the Internet;
- 2. Application** – ORLEN Charge, a mobile application allowing Customers to use Vehicle Charging Sessions;
- 3. Price List** – a list of fees for Vehicle Charging Sessions within the ORLEN S.A. Network, available at www.orlencharge.pl and in the Application;
- 4. Vehicle Charging Provider** – ORLEN S.A. as the entity operating at a Charging Station, offering a Vehicle Charging Session that includes vehicle charge and provision of Charging Station infrastructure to be used for charging purposes;
- 5. Hotline** – a call centre for Customers that takes calls regarding complaints and damage to Charging Stations and provides information on the operation of Charging Stations, Customer Accounts and the Application at specified telephone numbers;
- 6. Customer** – an undertaking with which ORLEN S.A. has concluded a Flota Card Issuance and Use Agreement or a Mikroflota Card Issuance and Use Agreement and a ORLEN S.A. Service Station Network Vehicle Charging Agreement, and which has accepted these Regulations;
- 7. Flota Card** – the Flota/Open Drive/Mikroflota fuel card;
- 8. Customer Account** – an account assigned to each Customer, which allows the Customer, inter alia: to check the location of a Charging Station, check the availability of a Charging Station, initiate or track a charge process, obtain details of a Charging Session or payment and billing information, as well as to change personal data;
- 9. Charging Station Operator** – the entity responsible for the construction, management, functional safety, operation, maintenance and repair of a publicly available charging station;
- 10. Franchise Charging Station Network/Franchise Network** – Charging Stations at DOFO Stations which enable charging of electric vehicle batteries, with ORLEN S.A. acting as the Vehicle Charging Provider;
- 11. ORLEN S.A. / ORLEN** – ORLEN Spółka Akcyjna, with its registered office at ul. Chemików 7, 09411 Płock, Poland, entered in the Business Register of the National Court Register maintained by the District Court for Łódź-Sródmieście in Łódź, 20th Commercial Division of the National Court Register, under entry No. KRS 0000028860, Tax Identification Number (NIP): 774- 00-01-454, Industry Identification Number (REGON): 610188201; Waste Database Number (BDO): 000007103 share capital/paid-up capital: PLN 534,636,326.25;
- 12. IT Portal** – an IT environment comprising a registration form, Web Applications and cloud services offered by ORLEN S.A., enabling the Customer to run Charging Sessions at CODO and

DOFO Stations supported by ORLEN S.A. The IT Portal includes the ORLEN Charge Application for mobile devices and the Flota Portal;

13. Flota Portal – an online information service enabling Fleet management services available at www.flota.orlen.pl and any other supplement or continuation including replacement thereof;

14. Chargepoint / Connector – a device that enables charging a single electric vehicle and a place where a battery propelling that vehicle can be replaced or recharged;

15. Charging Session – the process of charging batteries of an electric vehicle delivered by the Vehicle

Charging Provider, which begins when the Customer's vehicle is connected to a Charging Station, a Price List is accepted and a Connector is selected, and ends when the Customer's vehicle is disconnected from the Charging Station or when the batteries are fully charged. A fee for a completed Charging Session is charged in accordance with the Price List. For the purposes of the Value Added Tax Law, a Charging Session is understood as supply of electricity, which is a trading good in the light of Article 2(6) of the Value Added Tax Law, and the Customer acquires the right to dispose of the trading good as its owner upon completion of the Charging Session;

16. Network – own or franchise network of Charging Stations including CODO Stations or DOFO Stations for charging electric vehicle batteries;

17. Charging Station – apparatus that includes a normal power chargepoint or a high power chargepoint attached to an engineering structure, or a freestanding engineering structure with at least one normal power chargepoint or high power chargepoint installed, equipped with software for vehicle charging, including parking space;

18. DOFO Station – a Charging Station where the function of the Charging Station Operator is performed by an entity cooperating with ORLEN S.A., and where ORLEN S.A. acts as the Vehicle Charging Provider;

19. CODO Station – a Charging Station where the functions of the Charging Station Operator and Vehicle Charging Provider are both performed by ORLEN S.A.;

20. Website – the website dedicated to charging available at www.orlencharge.pl;

21. Provision of Electronic Services – rendering of a service without the parties being simultaneously present at the same location (at a distance) by means of data transmission made at the individual request of a service recipient, sent and received by means of equipment for electronic processing, including digital compression, and storage of data, all of which is sent, received or transmitted over telecommunications networks within the meaning of the Telecommunications Law of July 16th 2004 (Dz. U. of 2021, item 576, as amended);

22. Vehicle Charging Agreement – an agreement for the charging of vehicles within the ORLEN S.A. Station Network between ORLEN S.A. and a Customer, concluded after proper registration of the Customer via the IT Portal and acceptance of these Regulations;

23. Digital service – a service allowing a Customer to generate, process, store or access digital data or to share digital data that has been uploaded or generated by the Customer or other users of the service or enabling other forms of interaction through digital data.

24. Vehicle Charging – charging the batteries of an electric vehicle and providing charging station infrastructure to be used for charging purposes;

25. Own Charging Station Network/Own Network – Charging Stations which enable charging of electric vehicle batteries, with ORLEN S.A. acting as the Vehicle Charging Provider.

2. GENERAL PROVISIONS

1. These Regulations set out the rules for carrying out Vehicle Charging Sessions and using Electric Vehicle Charging Stations within the ORLEN S.A. Network, including CODO and DOFO Stations, as well as the rules for the Provision of Electronic Services, including the types and scope of services provided and the process of registration on the IT Portal.

2. The Customer shall comply with the provisions of the ORLEN S.A. Service Station Network Vehicle Charging Agreement, these Regulations, instructions posted on the charging infrastructure and, from the moment of registration, also on the ORLEN S.A. Website.
3. These Regulations also set out the terms and conditions for the provision of electronic services as referred to in Article 8 Section 1 item 1 of the Act of July 18th 2002 on the Provision of Electronic Services (Dz. U. of 2020, item 344, as amended) with respect to the portion of services which is provided by electronic means.

3. TYPE AND SCOPE OF VEHICLE CHARGING

1. In a Charging Session, ORLEN S.A. supplies electricity to charge vehicles at CODO and DOFO Stations, subject to the Customer's prior registration on the IT Portal. A list of current locations of Electric Vehicle Charging Stations where vehicle charging is available can be found on the IT Portal.
2. For the purposes of Vehicle Charging Sessions, ORLEN S.A. provides the Customer with access to the IT Portal, which can be used to start and end a Charging Session and to obtain IT services and communication services.
3. The Vehicle Charging Agreement is concluded in order to set out the rules for charging vehicles at Charging Stations within the ORLEN S.A. Network and the rules for the Provision of Electronic Services.
4. The Vehicle Charging Agreement does not obligate the Customer to use Charging Stations, nor does it make the charging of vehicles conditional upon the conclusion of a subscription agreement, an electricity sales agreement, or any other agreement that would obligate the Customer to make periodic payments or perform other obligations of that kind.
5. During individual Charging Sessions, vehicles are recharged under the ORLEN S.A. Service Station Network Vehicle Charging Agreement upon the initiation of vehicle charge by the Customer in a single Charging Session, which ends when the Customer disconnects from the Charging Station. The rules for vehicle charging are set out in the Vehicle Charging Agreement, these Regulations and the Price List.
6. The Customer undertakes and warrants that it will use Charging Stations solely for charging the Customer's electric vehicle in accordance with the Charging Station user instructions posted on the Charging Stations and in compliance with the provisions of these Regulations.
7. It is forbidden to use a Charging Station when:
 - a) the vehicle's battery is faulty;
 - b) the vehicle is not covered by a valid liability insurance;
 - c) the vehicle is carrying flammable, corrosive, explosive or other similar materials or substances that can create a danger to people and property;
 - d) the vehicle is not legally authorised for entry into service in road traffic;
 - e) the vehicle does not have a valid technical inspection certificate.

4. CONDITIONS FOR CUSTOMER REGISTRATION AND OPTING OUT OF VEHICLE CHARGING ARRANGEMENTS

Customer Registration:

1. To use the Network, the Customer shall register via the IT Portal (Application).
2. The required registration steps are as follows:

- a) completion by the Customer of the registration form available in the Application;
 - b) acceptance of these Regulations by the Customer.
3. The Customer undertakes to use the Website and the IT Portal in compliance with the provisions of these Regulations, in particular to complete the registration form in a correct manner, i.e. to provide accurate and true data.
 4. By entering data during the registration process, the Customer declares that the data is true and accurate. The Customer may change that data at any time using the Customer Account.
 5. A Charging Session is initiated via the Application by selecting the appropriate Connector and by accepting the Price List applicable to the Charging Session concerned.
 6. The Customer shall not send any unlawful information or content, offensive content, untrue or misleading information, as well as content that contains viruses or may cause disruption or damage to computer systems, in particular through the form available on the IT Portal.
 7. If a third party gains access to the Customer Account, the Customer shall immediately notify ORLEN S.A. thereof by calling the Hotline.

5. TECHNICAL CONDITIONS FOR THE PROVISION OF VEHICLE CHARGING SERVICES

1. ORLEN S.A. reserves the right to temporarily block the Customer Account in the event of any technical problems in the provision of vehicle charging services.
2. ORLEN S.A. reserves the right to temporarily suspend Vehicle Charging Sessions at certain or all Charging Stations in the event of any communication problems between the IT systems and Charging Stations.
3. ORLEN S.A. may refuse to provide a Vehicle Charging Session to a Customer where justified by safety concerns, related in particular to the protection of life, health or property, and in other situations arising from the provisions of applicable law, or in the event of violation of these Regulations. In each case ORLEN S.A. refuses to provide a Vehicle Charging Session to a Customer being a natural person who has an agreement directly related to his/her business activity signed with ORLEN S.A. and the agreement states it is not professional in nature, particularly with regard to the object of his/her business activity, as disclosed in accordance with regulations on the Central Business Register and Information Service (CEIDG), ORLEN S.A. shall provide the Customer, upon his/her request, via electronic mail, with a statement of reasons for its refusal to provide the Charging Service. The Customer referred to in the preceding sentence may seek redress of damage caused by the actions of ORLEN S.A. in accordance with generally applicable laws.
4. ORLEN S.A. shall notify Customers of any Network upgrade activities or Network failures, insofar as possible, using electronic communication channels (Email, the IT Portal).
5. Access to Vehicle Charging Sessions within the Own Network and Franchise Network is provided through the Application.
6. The technical requirements for using the Application include:
 - a) use of a current (including one that does not require an update or is installed on a mobile device) version of software (Android or iOS) enabling the use of a given online store (including Google Play and AppStore),
 - b) a mobile device supporting the Application, correctly set up, located within the service area of a telecommunications network and equipped with one of the following operating systems:
 - i. Android version 4.4 and above,

- ii. iOS version 9 and above,
 - c) the Application installed and properly set up on the mobile device referred to above,
 - d) active and properly set up data service on the mobile device referred to above, provided by a telecommunications operator and enabled on the mobile device,
 - e) having an active email account.

- 7. The technical requirements for using the Website:
 - a) access to websites via a web browser,
 - b) active and properly set up data service on the mobile device, provided by a telecommunications operator and enabled on the mobile device,
 - c) having an active email account.

- 8. Data concerning the availability of Charging Stations provided on the Website and in the Application is for information purposes only. In the event of any technical problems disrupting the operation of the IT Portal or causing a failure of Charging Stations, the data provided may be inaccurate or out of date. ORLEN S.A. shall take the necessary measures to remedy any technical problems or failures and shall make every effort to ensure that the data provided is correct and up to date.

- 9. The system enabling the location of a mobile device on which the Application is used and the service of data transmission over a telecommunications network that enable the use of certain functionalities of the Application are not services provided by ORLEN S.A. (and are not part of the Application) and are provided by third parties other than ORLEN S.A. The mobile device location permission can be disabled by the Customer at any time in the Application settings. Disabling the location permission may cause a malfunction of the Application, including vehicle charging.

- 10. ORLEN S.A. has the right to update the Application installed on a mobile device upon the Customer's consent. Insofar as an update to the Application does not affect the terms of use of a Vehicle Charging Session or of the Application, such update shall not require an amendment to these Regulations.

- 11. ORLEN S.A. employs a number of safeguards in the IT Portal, which include the protection of data on entry and secure data processing, especially with regard to personal data transfers.

6. PRICE LIST, PAYMENTS AND SETTLEMENT OF NON-CASH TRANSACTIONS

- 1. Fees for Vehicle Charging Sessions at CODO Stations and DOFO Stations are set forth in the Price List available on the Website at www.ornlencharge.pl and in the Application.
- 2. By initiating a Vehicle Charging Session, the Customer is considered to have accepted the Price List.
- 3. The fee for a completed Charging Session will be charged and the payment will be collected after the vehicle is disconnected from the Charging Station. At that point in time, the fee for charging the vehicle in a given Charging Session becomes due based on the Vehicle Charging Agreement and the Price List accepted by the Customer.

7. LIABILITY OF THE PARTIES

- 1. ORLEN S.A. shall not be held liable where electric vehicle charging is prevented by situations beyond the control of ORLEN S.A.:
 - a) in the event of a Charging Station failure,
 - b) in the event of an IT Portal failure,

- c) when a Charging Station is being used by another Customer,
 - d) if the Customer violates the provisions of these Regulations or the user instructions posted on the Charging Station which is being used by the Customer.
2. ORLEN S.A. shall not be liable for any consequences and any damage caused as a result of the provision by the Customer of inaccurate data in the registration process.
3. ORLEN S.A. shall not be liable for any use of the Application by the Customer for purposes other than its intended use and on devices that do not meet the safety requirements for the proper use of the Application.
4. ORLEN S.A. shall not be liable for any drop in charging power below the rated power during a Charging Session resulting from technical constraints of the Customer's electric equipment or electric vehicle.
5. ORLEN S.A. shall not be liable for any reduced availability of Vehicle Charging Sessions caused by Network upgrade activities.
6. ORLEN S.A. shall not be liable for any use of the Customer Account by third parties.
7. ORLEN S.A. reserves the right to temporarily block the Customer Account if:
 - a) The Customer does not comply with the provisions of these Regulations;
 - b) The Customer does not comply with the provisions of generally applicable law - in such case, access to the Customer Account will be restored as soon as the Customer ceases the violations and remedies their consequences where necessary for the continued use of the Customer Account.
8. The Customer shall not disconnect any vehicles owned by other Customers from Charging Stations.
9. ORLEN S.A. reserves the right to impose on the Customer a contractual penalty of PLN 5,000 for each case of:
 - a) damage/destruction to Charging Stations within the ORLEN S.A. (own or franchise) Network or to the IT Portal by the Customer,
 - b) misuse of Charging Stations within the ORLEN S.A. (own or franchise) Network, or use of Charging Stations within the ORLEN S.A. (own or franchise) Network in non-compliance with these Regulations and the terms of use,
 - c) unreasonable prevention or restriction of the use of Charging Stations within the ORLEN S.A. (own or franchise) Network by other Customers.
10. If the contractual penalties stipulated in Section 9 above do not cover the losses incurred by ORLEN S.A. or other Charging Station Operator, ORLEN S.A. reserves the right to seek additional compensation, up to the amount of actual losses, based on generally applicable law.
11. In the case of other violations of these Regulations by the Customer, in particular its failure to comply with the obligations set forth in Section 3 hereof, the Customer shall be held liable based on generally applicable law.

8. COMPLAINTS AND NOTIFICATIONS

1. Any complaints regarding Vehicle Charging Sessions and Charging Station infrastructure can be submitted to ORLEN S.A. via www.opinie.orklen.pl or the Hotline.
2. The following data is required to process a complaint: Customer name, Flota Card number, Email and reason for the complaint. Complaints without the above data will not be processed.

3. ORLEN S.A. shall make efforts to process any complaints immediately upon receipt. Any complaint submitted by the Customer shall be considered within 30 days of the date of its receipt by ORLEN S.A.
4. If a Charging Session is not in compliance with the Vehicle Charging Agreement, a Customer being a natural person who has an agreement directly related to his/her business activity signed with ORLEN S.A. and the agreement states it is not professional in nature, particularly with regard to the object of his/her business activity, as disclosed in accordance with regulations on the Central Business Register and Information Service (CEIDG), may demand a price reduction or may withdraw from the agreement.
5. The reduced price must be in proportion to the price shown in the price list reflecting the proportion of the value of the Charging Session not compliant with the Vehicle Charging Agreement to the value of a Charging Session compliant with the Vehicle Charging Agreement.
6. ORLEN S.A. represents that a Charging Session may not be replaced or repaired.
7. Where ORLEN S.A. fails to provide a Digital Service, the Customer referred to in Clause 8.4 above should request ORLEN S.A. to provide it. If ORLEN S.A. fails to comply with the request to provide the Digital Service immediately or within a time limit expressly agreed upon by the parties, the Customer may withdraw from the agreement.
8. The Customer referred to in Clause 8.4 above may withdraw from the agreement without requesting ORLEN S.A. to provide the Digital Service, if:
 - 8.1. ORLEN has clearly stated it will not provide the Digital Service, or
 8. 2.the Customer referred to in Clause 8.4 above and ORLEN S.A. have agreed, or the circumstances in which the Vehicle Charging Agreement was signed clearly indicate that the specified date for the provision of the Digital Service was of material importance to the Consumer, and ORLEN S.A. fails to provide it by that date.
9. If a Digital Service is not in compliance with the Vehicle Charging Agreement, the Customer referred to in Clause 8.4 above may demand that it be brought into compliance with the Vehicle Charging Agreement.
10. ORLEN may refuse to bring the Digital Service into compliance with the Vehicle Charging Agreement only if this is impracticable or would cause ORLEN to incur excessive costs.
11. ORLEN shall bring the Digital Service into compliance with the Vehicle Charging Agreement at its own expense and within a reasonable time limit of not more than 14 days from being notified by the Customer referred to in Clause 8.4 above of the non-compliance with the Vehicle Charging Agreement and without undue inconvenience to the Customer. Where bringing the Digital Service into compliance with the Vehicle Charging Agreement were to exceed the time limit specified in the preceding sentence, ORLEN shall immediately inform the Customer referred to in Clause 8.4 above of the risk of exceeding the time limit, specifying the final time limit for bringing the Digital Service into compliance with the Vehicle Charging Agreement. In this case, the Customer referred to in Clause 8.4 above may consent to the Digital Service being brought into compliance with the Vehicle Charging Agreement within that final time limit or may serve a notice of withdrawal from the agreement.
12. In bringing a Digital Service into compliance with the Vehicle Charging Agreement, the nature and purpose of using the Digital Services shall be taken into account.
13. The Customer referred to in Clause 8.4 above may serve a notice of withdrawal from the agreement if:

13.1 bringing the Digital Service into compliance with the Vehicle Charging Agreement is impracticable or would entail excessive costs,

13.2 ORLEN has failed to bring the Digital Service into compliance with the Vehicle Charging Agreement in accordance with Clause 8.11 above.

13.3 the non-compliance of the Digital Service with the Vehicle Charging Agreement continues despite the fact that ORLEN has made attempts to bring the Digital Service into compliance with the agreement,

13.4 the non-compliance of the Digital Service with the Vehicle Charging Agreement is material enough to provide grounds for withdrawal from the agreement without the Customer referred to in Clause 8.4 having first exercised the right to make the request referred to in Clause 8.9 above,

13.5 ORLEN has clearly stated or the circumstances clearly indicate that ORLEN will not bring the Digital Service into compliance with the Vehicle Charging Agreement within a reasonable time or without undue inconvenience to the Customer referred to in Clause 8.4 above.

14. The Customer shall be informed of the outcome of the complaint by email to the Email address provided during registration.

9. PERSONAL DATA

In the performance of the legal obligation imposed on the data Controller by the provisions of Articles 13 and 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: the GDPR:

1. Please be advised that the Controller of the Customer's personal data is ORLEN S.A., with its registered office at ul. Chemików 7 in Płock (hereinafter: ORLEN S.A.). You can contact the data controller at the following telephone numbers: (+48 24) 256 00 00, (+48 24) 365 00 00, (+48 22) 778 00 00.
2. The Data Protection Officer at ORLEN S.A. can be contacted at the following e-mail address: daneosobowe@orlen.pl. The Data Protection Officer can also be contacted by letter sent to ORLEN S.A.'s registered address provided in Subsection 1, for the attention of "Inspektor Ochrony Danych".
3. Personal data is processed for the following purposes:
 - a) entering into and performing the Agreement for access and charging of vehicles to which the Customer is a party, or taking steps at the request of the data subject prior to entering into a contract, including in particular setting up an Account and authenticating the Customer;
 - b) handling complaints and requests and answering questions;
 - c) establishing, exercising and defending any mutual claims, complying with the legal obligations of ORLEN S.A. regarding the payment of taxes, including keeping and storing of tax records and associated documents and keeping of accounting evidence required by tax regulations (the Tax Ordinance, Value Added Tax Law, Corporate Income Tax Act) and accounting regulations (the Accounting Act). fulfilling the obligation of an Obligated Institution under the Anti-Money Laundering and Combating the Financing of Terrorism Act;
 - d) marketing of ORLEN S.A.'s own products and services;
 - e) where the Customer has consented to being contacted by telephone or electronic communication means: providing information about the Orlen Group's offers and products.
4. ORLEN S.A. processes personal data for the purposes specified in Section 4 above on the following legal basis:

- a) Article 6(1)(b) GDPR: performance of a contract to which the Customer is party or taking steps prior to entering into a contract;
 - b) Article 6(1)(c) GDPR: compliance by ORLEN S.A. with legal obligations to which it is subject;
 - c) Article 6(1)(f) GDPR: legitimate interests pursued by ORLEN S.A., in particular the establishment, exercise and defence of mutual claims and marketing of ORLEN S.A.'s own products and services;
 - d) Article 6(1)(a) GDPR, consent of the data subject when consent is granted for the purposes stated therein.
5. The provision of personal data is voluntary, but is necessary for the conclusion and performance of the Vehicle Charging Agreement.
 6. The Customer's personal data is processed throughout the term of the Agreement until its termination, and after that time for a period required by law and internal regulations, but at least until the expiration of claims arising from the Agreement between ORLEN S.A. and the Customer. Where additional consents have been given, personal data will be processed until the consents are withdrawn.
 7. ORLEN S.A. may disclose personal data to entities with which it cooperates (data recipients), in particular to a non-cash payment services provider for the purpose of registering a payment card and processing and clearing of Transactions made by the Customer, an IT system provider, providers of mail and parcel delivery services, providers of accounting, bookkeeping, legal and debt collection services, providers of accounting, bookkeeping, invoicing and archiving services.
 8. The Customer shall have the following rights in relation to the processing of personal data:
 - a) the right to access its data,
 - b) the right to have personal data rectified,
 - c) right to have personal data erased or to restrict its processing,
 - d) the right to data portability, i.e. the right to receive personal data from ORLEN S.A. in a structured, commonly used and machine-readable format. The right to data portability applies only to data processed on the basis of a contract concluded with the Customer,
 - e) the right to object – where ORLEN S.A. processes the personal data on grounds of its legitimate interests, such objection may be raised on grounds of particular circumstances by sending an email to daneosobowe@orlen.pl or a letter to ORLEN S.A.'s registered address, marked for the attention of the Data Protection Officer ("Inspektor Ochrony Danych"),
 - f) the right to bring a complaint to the President of the Data Protection Authority.
 9. Consent given by the Customer may be withdrawn at any time, e.g. by sending an email to daneosobowe@orlen.pl, or a letter to the head office of ORLEN S.A. marked for the attention of the Data Protection Officer ("Inspektor Ochrony Danych"). Withdrawal of consent shall not affect the lawfulness of processing or sending of marketing communications based on the consent before its withdrawal.
 10. Consent given by the Customer may be withdrawn at any time, e.g. by sending an email to daneosobowe@orlen.pl, or a letter to the head office of ORLEN S.A. marked for the attention of the Data Protection Officer ("Inspektor Ochrony Danych"). Withdrawal of consent shall not affect the lawfulness of processing or sending of marketing communications based on the consent before its withdrawal.

10. MISCELLANEOUS

1. Any disputes that may arise in connection with the performance of the Vehicle Charging Agreement shall be resolved by the court having jurisdiction over the registered office of ORLEN S.A. If any provision of these Regulations is or becomes invalid, this shall not affect

the validity of the Vehicle Charging Agreement, the remainder of which shall remain in full force and effect.

2. Any transfer of rights and obligations under the Vehicle Charging Agreement by the Customer requires prior written consent of ORLEN S.A. in order to be effective.
3. ORLEN S.A. reserves the right to amend these Regulations in justified cases and to the extent necessary based on a valid reason justifying such amendment, in particular due to:
 - a) the need to adapt these Regulations to legislative changes;
 - b) any recommendations, orders, decisions or judicial rulings issued by a competent body or court necessitating a corresponding amendment to these Regulations;
 - c) the need to ensure the safe operation and use of the Charging Station Network, as well as changes in technical requirements related to the use of the Charging Station Network; d) the need to adapt these Regulations to the best practices in the provision of electronic services or expansion or functional modification of the IT Portal;
 - e) introduction of a new offering or launching of new products or services, as well as changes in the execution of Vehicle Charging Sessions.
4. These Regulations shall take effect as of July 3th 2023.
5. Any amendments to these Regulations shall be effective towards Customers who do not opt out of Vehicle Charging Sessions within 14 days of being notified of the amendments to these Regulations or do not express disagreement to such amendments. Expressing disagreement to an amendment to these Regulations shall be understood as termination of the Vehicle Charging Agreement. The Customer shall be informed of amendments to these Regulations by electronic means.
6. ORLEN S.A. reserves the right to make changes to the Website and the registration form at any time, to temporarily or permanently reduce the availability of services and Charging Sessions, and to completely discontinue its services and Charging Sessions.
7. ORLEN S.A. shall communicate with the Customer electronically, via the Flota Portal or Email, or by telephone via the Hotline.
8. Matters not covered by these Regulations shall be governed by the provisions of the Civil Code of April 23rd 1964 (consolidated text: Dz. U. of 2020, item 1740, as amended), the Act of July 18th 2002 on the Provision of Electronic Services, and other generally applicable laws.

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

“Cheaper summer weekend with ORLEN Charge”

Promotion Rules

(“Promotion Rules”)

1. The Organizer of the Promotion **“Cheaper summer weekend with ORLEN Charge”** is ORLEN S.A.
2. The Promotion will be carried out in the territory of the Republic of Poland, at all Own Stations and Partner Stations where electric vehicles may be charged, with the use of the Application (ORLEN Charge application).
3. **The Promotion runs from the beginning of 21st of June 2024 (start of charging session at 00.00 hours on that day) until the end of 23 of May 2024 (end of charging session by 24.00 hours on that day).**
4. The Promotion is available to Clients and new Clients.
5. The condition for participation in the Promotion is that the Client reads and accepts the provisions of the Promotion Rules during the Promotion period by clicking *“I accept the Promotion Rules”* (push notification) in the Application. For new Clients who register during the Promotion period, the Promotion Rules should be accepted by the new Client when registering on the IT Portal during the Promotion period.
6. During the Promotion period, each Client who meets the conditions of the Promotion will receive a cash discount of 10%, i.e. the fees charged and payments made for the charging session completed during the Promotion period will be reduced by an amount corresponding to 10% of the Charging Service Price resulting from the Price List applicable at the given Charging Station during the Promotion period (i.e. charging rates and parking rates after exceeding the cut-off time).
7. These Rules are available on the Website and in the Application.
8. Complaints regarding the Promotion Cheaper summer weekend with ORLEN Charge should be made in accordance with the Orlen Flota Vehicle Charging Regulations.
9. In all matters not provided for by the Promotion Rules, the provisions of the Orlen Flota Vehicle Charging Regulations will apply. Terms defined in the Orlen Flota Vehicle Charging Regulations will apply also in the Promotion Rules.
10. The Promotion Rules come into force on 21st of June 2024 (00.00 hours) and cease to apply at the end of the Promotion period specified in p.3. The end of the validity period of the Promotion Rules will not affect the Client’s rights under the Orlen Flota Vehicle Charging Regulations including the right to file a complaint.