

General Terms and Conditions of use of the recharging service in the GreenWay recharging network

Updated version effective from April 1, 2018

1. Preamble

- 1.1 These General Terms and Conditions are part of a contractual relation between third parties as users of a recharging service and GreenWay Infrastructure s.r.o., registered office: č. 464, 020 51 Dohňany, Slovak Republic, ID No.: 47 728 086, VAT No.: SK7120000074, registered with the Commercial Register of District Court Trenčín, Section: Sro, Insertion No.: 33310/R, and/or its mother, sister or other affiliated companies (hereinafter referred to as “GreenWay”), as a service provider, and regulate conditions of provision and use of electric vehicles recharging service in GreenWay's network of recharging points. Contact details of GreenWay are as follows, phone: +421 911 668 770, e-mail: info@greenway.sk.
- 1.2 GreenWay is a business company, which scope of activities mainly covers operation of recharging points for electric vehicles and provision of recharging services, whereas GreenWay declares that for execution of activity – operation of recharging points for electric vehicles, the company is authorized pursuant to conditions of the Act No. 455/1991 Coll. on trade licensing as amended. GreenWay as part of its business activity provides mainly, but not solely, the following: (i) access to GreenWay Network; (ii) complex development and construction of facilities/equipment serving for DC and/or AC recharging of electric vehicles; (iii) accounting of payments related to access to GreenWay Network and recharging in the GreenWay Network, as well as (iv) overall operation of the GreenWay Network including its information system.
- 1.3 Registration of clients is made via the registration form available in the Client Zone. In order for the registration to be successful, the Client is obliged to fill in all mandatory data in the registration form truly and completely. The Client is also obliged to make an update of data without an undue delay if any changes occurred after the registration.
- 1.4 For the avoidance of doubt, these General Terms and Conditions relate only to recharging in the GreenWay Network, and do not relate to sales and development of technical equipment for recharging of electric vehicles to third parties.
- 1.5 These General Terms and Conditions do not, for the avoidance of doubt, apply to the provision of a recharging service to clients who use the one-time recharging service (*ad hoc*).

2. Definition of terms

- 2.1. Pricelist – is a separate document setting the prices for the provision of the recharging service and/or related to the provision of this service (hereinafter referred to as “**Pricelist**”).
- 2.2. Registration fee – is a one-time fee for the processing of Client’s registration and sending the Charging card (hereinafter referred to as “**Registration fee**”).
- 2.3. Fixed monthly fee – is a fixed monthly price for access to GreenWay Network depending on the Program chosen by the Client, which is payable always one month in advance (hereinafter referred to as “**Fixed monthly fee**”).
- 2.4. Access fee – is a fee for each use of a recharging point and will be charged for every 45-minute or 90-minute recharging (depending on the type of DC or AC recharging) repeatedly even in the case that recharging is paused on the side of vehicle while vehicle is still being connected to the recharging point. The fee for the first 45 or 90 minutes of recharging will only be charged after the end of the first minute of recharging (hereinafter referred to as “**Access fee**”).
- 2.5. Recharging card – is a token and/or a plastic (or any similar) card with a chip provided to the Client by GreenWay for the purpose of identification of a Driver during recharging in GreenWay Network (hereinafter referred to as “**Recharging card**”).
- 2.6. Recharging network or GreenWay Network - is a network of all technical devices serving for DC and/or AC recharging owned and/or operated by GreenWay, detailed list of which is published at the Page and in the Driver Zone and to which GreenWay allows the particular Client and each of its Drivers access (hereinafter referred to as “**Recharging network**” or also “**GreenWay Network**”).
- 2.7. Recharging point – is the technical device used to recharge the vehicle (hereinafter referred to as “**Recharging point**”).
- 2.8. Paid service - is enabling of an access to GreenWay Network and provision of recharging mainly of electric vehicles in the GreenWay Network (hereinafter referred to as “**Recharging service**”).
- 2.9. Page – is a web page <https://greenway.sk/> through which a Client has access to the Client Zone, to the Client Account, and on which all conditions and information regarding the Recharging service are published, including these General Terms and Conditions (hereinafter referred to as “**Page**”).
- 2.10. AC recharging – is a recharging of mainly electrical vehicles with alternating current on AC recharging wallboxes, or AC recharging points with power rating to 22 kW, whereas also usage of 400V/32A industrial sockets is deemed to be an AC recharging. For AC recharging is also deemed a recharging of vehicles through AC connector on a fast recharging point. For AC recharging is also deemed a recharging of vehicles if the recharging is stopped by vehicle and

vehicle is still being connected with a recharging point (hereinafter referred to as “**AC recharging**”).

- 2.11. DC recharging – is a recharging of mainly electric vehicles on fast recharging point through DC recharging connector (i.e. recharging by direct current). For DC recharging is also deemed a recharging of vehicles if the recharging is stopped by the vehicle and vehicle is still being connected with a recharging point (hereinafter referred to as “**DC recharging**”).
- 2.12. Average recharging power – is a value of average power of recharging, which is calculated as division of overall obtained energy in kWh and overall time of recharging in hours. GreenWay reserves the right to calculate the value of an average power of recharging session based on data obtained from recharging points which are registered in Client Accounts of Clients.
- 2.13. Program – is a structured expression of a price proposal, consisting of Fixed monthly fee, or Access fee, or Flexible recharging rate, or Rate for kWh or Rate for minutes or their various combinations (hereinafter referred to as “**Program**”).
- 2.14. Repeated payment by card – is a service that allows the Client to register a payment card in secured environment and then perform another card payments without having to enter any additional data (card number, expiration date and CVV code), what simplifies and accelerates the entire payment process (hereinafter referred to as “**Repeated payment by card**”).
- 2.15. Rate for kWh – is a rate used for calculation of the price of the recharging service which is set in EUR/kWh as per the valid Pricelist and applies to the amount of electric energy consumed for purpose of recharging a vehicle; the volume of electricity shall be determined in accordance with the paragraph 4.4 (hereinafter referred to as “**Rate for kWh**”).
- 2.16. Rate for minutes – is a rate used for calculation of the price of the recharging service which is set in EUR/minute as per the valid Pricelist and it applies to the time (each started minute) of connection to GreenWay Network; if so set by GreenWay in the Pricelist, the rate for minutes can only be applied if the connection exceeds the number of minutes of a recharging session specified in the Pricelist (hereinafter referred to as “**Rate for minutes**”).
- 2.17. User or also Client – is any natural person - consumer, natural person - entrepreneur or legal entity carrying out business activity in or outside the territory of the Slovak Republic (or other legal entity within the meaning of Article 18 (2) of Act No. 40/1964 Coll. of the Civil Code), which has successfully registered to the Client Zone and is entitled to use the paid services (hereinafter “**User**” or also “**Client**”). Consumer is understood to mean any natural person who, when concluding and fulfilling the Contract, does not carry out the act as part of its business activity, employment or occupation (i.e. person who uses service for personal consumption only).
- 2.18. User Account or also Client Account – is an account of a User/Client created in the GreenWay Client Zone upon her/his/its successful registration and consists of an access to electronic services and data of a Client and its Drivers in the Client Zone and Driver Zone based on the Client’s login details (hereinafter referred to as “**User Account**”, or also “**Client Account**”).

- 2.19. Flexible recharging rate – is the expression of price for 1 minute of recharging in the GreenWay Network, whereby the rate depends on the chosen Program and type of the recharging point (hereinafter referred to as “**Flexible recharging rate**”).
- 2.20. GTC – are GreenWay’s General Terms and Conditions published on the Page and in the Client Zone, which detail and specify the rights and obligations of GreenWay as a provider of a Recharging service and of the Client who is a consumer or a legal entity not being a consumer (hereinafter referred to as “**GTC**”).
- 2.21. Client Zone – is a GreenWay web application (<https://client.greenway.sk>) through which the Client registers, and in which GreenWay will create for him a Client Account upon the successful registration; in the Client Zone, a Client is provided with access to services and data related to Recharging service, such as changing his registration data, billing information, invoice payment option, charging history for all Client’s Drivers (hereinafter referred to as “**Client Zone**”).
- 2.22. Driver Zone – is a GreenWay web application (<https://driver.greenway.sk>) for Client’s Drivers through which they have access in particular to the service of initiating and stopping a recharging, overview of GreenWay Network recharging points and GreenWay roaming partners’ recharging points with the searching and filtering option and to a reporting service for recharging point malfunctions (hereinafter referred to as “**Driver Zone**”).
- 2.23. Driver – is a person registered by the Client as a Driver in the Client Zone who is entitled to use the Recharging service under the Contract concluded between the Client and GreenWay (regardless of the legal relationship between the Client and the Driver). The Driver is not identifiable by GreenWay, and the Client identifies him/her in the registration process only through the designated name used for the purpose of logging into the Client Account (i.e. not personal data) and other data required to log in to the Driver Zone or to the Client Zone (hereinafter referred to as “**Driver**”).
- 2.24. Contract – is a contractual relationship concluded between the Client and GreenWay under the conditions specified in these GTC, which content is defined by this document (hereinafter referred to as “**Contract**”).
- 2.25. Contracting parties – are Client together with GreenWay (hereinafter referred to as “**Contracting parties**”).

3. Registration, concluding of Contract and activation of Client Account

- 3.1 Upon successful registration (i.e. by choosing a particular Program, filling in a registration form, acceptance of GTC by the Client, verification of registered data and subsequent sending of a confirmation message on activation of the particular Client Account by GreenWay), a contractual relationship between the Contracting parties in accordance with § 40 section 4 of the Act No. 40/1964 Coll. Civil Code as amended shall incur. Upon this Contract, GreenWay shall provide a

paid Recharging service within the extent and under the conditions agreed in these GTC for an indefinite period. By accepting GTC and the chosen Program, the Client expresses its explicit consent with these GTC and the Program chosen, which become an integral part of his contractual relationship with GreenWay, and declares that GreenWay has met its information obligation duly and on time pursuant to § 3 section 1 of the Act on protection of consumer upon sale of goods. After concluding a Contract pursuant to these GTC, a Client Account will be created for the Client. The Client acknowledges that the Recharging service is a paid service and he undertakes to pay GreenWay for the service in the extent required.

- 3.2 Use of the Recharging service is possible only after activating the Client's Client Account, while after such an activation of a Client Account, GreenWay sends a Recharging card to the Client.
- 3.3 If the registration was not successful, a contractual relationship between GreenWay and the Client shall not arise. No legal claim exists for the conclusion of the Contract.
- 3.4 The Client declares that it is able to fulfil all its obligations resulting from the Contract. Provided the Client is a legal entity, it hereby declares to be legal entity duly established, formed and existing under legal regulations of the Slovak Republic, or legal regulations of other relevant state with necessary legal competence to enter into contractual relationship with GreenWay and to fulfil obligations resulting from it.
- 3.5 Regarding the Client's registration in the Client Zone, by providing data required in registration form, the Client guarantees that data provided are true, actual and complete. Provided that the Client's data are as to the date of provision to GreenWay untrue, non-actual and incomplete, or provided that GreenWay may have a reasonable suspicion that provided data are untrue, non-actual or incomplete, GreenWay reserves the right to not activate the Client Account, temporarily suspend the Client Account, or completely terminate the provision of Recharging service (including withdrawal from the Contract). Unless Client meets its obligation to inform of changes in its personal data, GreenWay bears no responsibility for fulfilment of its obligations regarding processing of personal data or any other harm which can occur to the Client in this regard.
In case that GreenWay is provided by the Client with incorrect or untrue data and any damage results from this for GreenWay, such damage will be recovered by the Client.
- 3.6 GreenWay is entitled to provide Client's data to its mother company or any other affiliated companies and keep records of them as required by the relevant legal regulations. GreenWay shall keep confidentiality of the provided data. The personal data protection legislation remains unaffected by this.
- 3.7 The Recharging service also includes GreenWay's electronically provided services which are provided in particular through the Client Zone and Driver Zone, including services and activities such as Client's registration, including the registration of its Drivers, change of registration data, price program change, billing information, invoice payment option, recharging history overview, option for initiating and stopping of a recharging, overview of GreenWay Network of recharging points and recharging points of GreenWay's roaming partners with searching and filtering capability, recharging point malfunction notification service, and such. In use of these electronic

services the Client is obliged to proceed accordingly and appropriately in such manner as it has agreed to proceed with the use of a Recharging service based on GTC.

4. Price of the Recharging service

- 4.1 For provision of the Recharging service the Client is obliged to pay GreenWay an amount which is calculated in accordance with the structure and rates of the Client's selected Program and roaming prices stated in the Pricelist. Price for Flexible recharging rate and Rate for minutes counts also for unfinished minutes of recharging and is rounded to 2 decimal places. Other additional services in GreenWay Network are charged in accordance with the valid Pricelist of GreenWay. Pricelist of GreenWay is considered to represent an inevitable part of the Contract. Prices of Program and fees specified in the Pricelist are final and include VAT. The Client hereby declares that he has been informed of the Pricelist, he is bound by it and undertakes to fulfill this in full extent. GreenWay is entitled to change the rates and fees listed in the Pricelist.
- 4.2 GreenWay reserves the right, at its own discretion, to grant, individually or within a wider company campaign, a full or a partial discount from the Program to a selected Client and/or Clients.
- 4.3 For the avoidance of doubt, the conditions set out in these GTC for payment for a Recharging service apply accordingly also to the payment of roaming prices and fees for other additional services.
- 4.4 The amount of electric energy consumed while using a Recharging service is for the purpose of calculating the price component based on the Rate for kWh determined by the devices for measuring the amount of electric power flow (in kWh), or by the devices for measurement of other values of electric energy (A, V, time), including the software for their conversion into kWh and transfer of these data to the Client Zone, which were inbuilt into recharging points by the manufacturers of these recharging points (these devices and software are collectively hereafter referred to as "**Manufacturer devices**"). Client is hereby informed that GreenWay is not an electric energy supplier but provides services.

The difference between the data on the amount of electric energy used indicated by the Manufacturer devices and the data indicated by the devices in the electric vehicle may be caused by the devices' own consumption and losses in the recharging infrastructure as well as by the parameters of electric vehicle; this difference may, in the case of some recharging points and due to the state of technological development at the time of their production, include also its own consumption and losses caused by the conversion of alternate current into direct current for DC recharging.

The information on the amount of electric energy used as indicated by Manufacturer devices is accessible for the Driver after the end of each recharging session of electric vehicle on the display of the recharging point. These data are simultaneously transmitted from Manufacturer devices remotely to the Client Zone, in which the Client has access to these data through the Client Account.

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Business Registered in the District Court of Trenčín
Section: Sro, Insert No. 33310/R

5. Payment for the Recharging service

- 5.1 The Client is entitled to carry out payments related to the payment of obligations under the Contract in one of the following ways:
- (i) bank transfer of financial payments based upon an invoice sent to the Client by GreenWay;
 - (ii) Client's payment card (VISA, MasterCard, Maestro International), after the notification of availability of this option from GreenWay and under the conditions set forth by GreenWay.
- 5.2 GreenWay is entitled to realize the payment of Client's obligations by Repeated payment by card if the Client provided its consent to do so until such consent has been withdrawn.
- 5.3 In case that the Client's payment was not deducted from the Client's payment card because of incorrect card number provided, or the Client has insufficient financial resources available on the bank account, or because of his pre-determined financial limit on the payment card or bank account being exceeded, GreenWay is entitled to discontinue the provision of the Recharging service until the day of correction and full settlement of obligations of the Client according to GTC.
- 5.4 Invoices will be issued to the Client always at the beginning of the calendar month for the recharging during the previous calendar month, whereas in case of Programs containing Fixed monthly fee, Flexible recharging fee, Rate for kWh or Rate for minutes, the Client will have a Fixed monthly fee invoiced for the following month and Flexible recharging fee, Rate for kWh and Rate for minutes for the previous calendar month based on the real time and amount of recharging in the GreenWay Network.
- 5.5 Invoice for the Recharging service with duly marked billing period shall be issued by GreenWay and sent to the Client as an electronic invoice, whereas the Client by concluding the Contract declares that in compliance with provisions of § 71 section 1 of the Act on VAT he hereby expressly agrees with sending of electronic invoices by GreenWay and with the conditions for their sending. Electronic invoice is pursuant to § 71 of the Act on VAT a proper tax document. GreenWay is obliged to send an electronic invoice to the contact e-mail specified by the Client upon his registration. The Client undertakes to inform GreenWay of any changes having influence on sending of electronic invoices. Electronic invoice is deemed to be delivered on the day of its sending by GreenWay. The due date of an invoice is 14 (in words: fourteen) calendar days, billing period is 1 (in words: one) calendar month.

- 5.6 In case that the invoice is for any reason not delivered to the Client within 7 (in words: seven) calendar days from the date of end of the billing period, the Client is obliged to inform GreenWay about this fact without an undue delay.
- 5.7 The Client is not entitled to unilaterally offset his relevant obligations against obligations of GreenWay without a previous written consent from GreenWay. The Client shall pay the price of Program in the amount and within the due date as specified in the invoice. Obligation of the Client to pay price of Program is fulfilled on the date of crediting a relevant amount marked with a relevant variable symbol to the GreenWay's account. If the Client doesn't pay the price of Program within the due date of the specific invoice, GreenWay may charge an interest on late payment of 0.05% from the unpaid amount for each day of the delay unless the legislation provides otherwise. If the payment for the price of Program is not carried out within additional period of 5 (in words: five) calendar days after the invoice due date, GreenWay is entitled to discontinue the provision of the Service until full settlement of all Client's obligations in accordance with GTC.

6. Change of the Program

- 6.1 The Client is entitled to change its selected Program at any time without any charges for such a change.
- 6.2 The Client is entitled to request a change of the selected Program by filling out request via the online form published in the Client Zone through its Client Account. The Program will be changed without undue delay upon receipt of the request for the change by GreenWay.
- 6.3 If relevant, the unused portion of Fixed monthly fee as of the date of acceptance of the change by GreenWay shall remain on the Client's Client Account in the form of a credit, whereas this credit shall be set-off against Flexible recharging fee in the forthcoming billing period. The invoice for the new Fixed monthly fee will be generated for the Client.
- 6.4 Clients may select the Program ENERGIA effective from April 1, 2018.
- 6.5 The Client has the right to select different Programs for its registered Drivers and change these individually.

7. Recharging Card and Drivers

- 7.1 After activation of the Client Account, the Client will receive a Recharging card from GreenWay for registered number of its Drivers, which shall serve for their identification when recharging in the GreenWay Network. The Client is obliged to handle the Recharging card in a suitable manner, use it for the assigned purpose only and in compliance with GreenWay's instructions and protect it against loss, damage or theft. The Recharging card is non-transferable and for its use (also in case of its misuse) is always responsible the Client itself.

- 7.2 In case of loss or theft of the Recharging card, the Client is obliged to record this fact without an undue delay on its Client Account, afterwards the Recharging card will be automatically blocked and GreenWay shall provide the Client with a new Recharging card. Fee for issuance of a new Recharging card is stated in the Pricelist.
- 7.3 The Client is fully responsible for damage caused by deterioration, unauthorized use, loss or theft of the Recharging card until the time when the Recharging card is duly blocked. Any operations made through the Recharging card until the Recharging card is blocked shall be borne and refunded by the Client. Cost of issuing a new Recharging card shall be borne by the Client. The Recharging card and any (electronic) data processed on the Recharging card are always in the sole ownership of GreenWay.
- 7.4 The Client has the right to provide Recharging cards to persons who use Recharging service as its registered Drivers; if the Client is at the same time a Driver, the provisions of these GTC that apply to Drivers also apply to the Client. The Driver has the right to access and use services in the Driver Zone of Client Account of the Client who registered him through the login data entered by the Client in the registration process. The Client has the right to make available to the Driver some services and competencies specified by the Client which are available in the Client Zone of its Client Account upon the agreement with GreenWay. The Client is responsible for the handling and protection of login data to the Client Account by its registered Drivers.
- 7.5 The Client has the obligation to ensure compliance with the obligations set out in these GTC by any Driver who uses its Recharging card and uses the Recharging service. The obligations and responsibility of the Client towards GreenWay for compliance with the obligations set forth in these GTC remain unaffected by the Recharging card being given to a Driver and by its use of Recharging service. GreenWay will perform its obligations, which it undertakes under these GTC towards the Client as well as towards any of its registered Drivers, that is, the person who uses the Client's Recharging card and uses the Recharging service rightfully.

8. Interoperability a roaming

- 8.1 The Client acknowledges that GreenWay will conclude roaming contracts with other operators providing recharging services for electric vehicles outside the territory of the Slovak republic, with purpose to provide clients of these roaming partners with recharging services in GreenWay Network and at the same time to provide Clients of GreenWay with the possibility to recharge in the recharging networks of these roaming partners (hereinafter referred to as “**roaming services**”). The up to date list of roaming partners is published on the Page and in the Driver Zone. Pricing of a particular roaming services shall be governed by pricelist and general terms and conditions of the particular roaming partner in whose recharging network the recharging was used.

9. Declarations and obligations of the Client

- 9.1 Besides the obligations stated in GTC the Client is obliged to mainly:

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- (i) comply with all provisions of GTC, whereas the Client is entitled to use Recharging service only in compliance with relevant legal regulations, these GTC, eventually according to instructions and manuals of GreenWay, including the manual for use of recharging points (located on the Page and in the Client Zone, in the section Frequently Asked Questions or other sections);
- (ii) comply with principles of good manners and not to misuse the Recharging service in any way;
- (iii) pay the price of Program duly and on time;
- (iv) use any recharging point within GreenWay Network exclusively in compliance with the purpose of its use, instructions of its use so that no damage, injuries or damages on Client's health occur;
- (v) inform GreenWay without undue delay of any disorders, interruptions or damages of recharging points within GreenWay Network which the Client encounters or of which he is informed during its use of the Recharging service;
- (vi) protect the Recharging card against loss, damage or theft;
- (vii) settle any damage, which was caused willfully or by negligence on any recharging point within GreenWay Network by incorrect, harsh use or handling by the Client;
- (viii) use GreenWay Network in a way not limiting other Clients of GreenWay Network;
- (ix) respect instructions and directions of the staff and/or co-workers of GreenWay and be available on phone for purposes of necessary communication with GreenWay during use of GreenWay Network;
- (x) send any claim of Recharging service exclusively in writing to e-mail: info@greenway.sk.
- (xi) provide GreenWay with any required cooperation upon use of Recharging service;
- (xii) inform GreenWay about any obstacle, which could prevent him from proper fulfilment pursuant to the Contract.

9.2 The Client acknowledges and undertakes that recharging of electric vehicle within GreenWay Network shall serve exclusively for obtaining sufficient driving range/recharging of electric vehicle of the Client.

10. Rights and obligations of GreenWay

10.1 In accordance with GTC is GreenWay in provision of Recharging service obliged to:

- (i) allow the Client access to GreenWay Network under the conditions specified in the GTC. GreenWay, however, is not liable to the Client for any damage caused by the use of access to GreenWay Network, nor shall it be responsible for any direct or indirect costs related to non-operation of GreenWay Network. GreenWay is not responsible for non-fulfilment of its obligations according to GTC provided that these were not fulfilled due to objective reasons of force majeure pursuant to the GTC;
- (ii) provide regular technical maintenance and revision of recharging points and inform the Client of repairs or maintenance of recharging points which could prevent or limit

- access and recharging on the relevant recharging point in the form of notification in the Driver Zone;
- (iii) in case of malfunction of any recharging point within the GreenWay Network provide its repair without undue delay according to its possibilities and capabilities and notify the Client of its repair;
- (iv) provide the Client with assistance related to Recharging service through GreenWay dispatching center at the phone number: +421 911 668 770 during working days from 8.00 and 17.00, or at the e-mail address: info@greenway.sk;
- (v) in case of any claim/complaint of the Client including claim regarding invoices, GreenWay is obliged to handle these at latest within 30 (in words: thirty) calendar days from delivery of a claim/complaint to GreenWay;
- (vi) provide Client with any required cooperation with regards to use of the Service;
- (vii) upon request of the Client inform the Client of all required settings and technical parameters enabling access to the Recharging service;
- (viii) charge and invoice the Client relevant amounts in compliance with the valid Pricelist only;
- (ix) keep confidentiality of personal data provided by the Client upon conclusion of the Contract.

10.2 Besides other rights specified in the GTC GreenWay has the following right:

- (i) to be paid for the Program and provided Recharging service in accordance with GTC and a valid Pricelist, i.e. duly and on time;
- (ii) for compensation of any damage caused by the Client as a result of his performance in conflict with the GTC;
- (iii) to interrupt provision of the Recharging service towards a particular Client or any third party at any time provided that this person/party misuses Recharging service or there is a reasonable suspicion of such misuse;
- (iv) not to provide a Recharging service if the Client does not fulfil all its obligations toward GreenWay duly and on time;
- (v) to withdraw from the Contract under the conditions and in cases specified in these GTC.

11. Fair use policy

11.1 The objective of the Client's obligations is mainly to prevent use of a Recharging service in ways which are in conflict with the law, good manners or which breach could lead into reduced quality of the Service use for other Clients.

11.2 Client's performance which is in conflict with the provision of section 9.1 letter (ii) and (iv) of GTC is considered as a misuse of a provided service. Unless specified otherwise, in such case, GreenWay has the right to call upon the Client to stop breaching the relevant provisions of GTC. If no remedy occurs within 3 (in words: three) calendar days from the GreenWay's notice, or if

the Client despite the notice continues breaching the relevant provisions of GTC, GreenWay has the right to withdraw from the Contract and is entitled to claim compensation for damage.

- 11.3 Listing of principles and unauthorized actions in Art. 11 of GTC is demonstrative, whereas also other activities which may be reasonably considered as a misuse of a Recharging service will be considered as such a misuse with the same legal consequences. The Client undertakes to use a Recharging service exclusively for its need and is not authorized to any other than permitted use of a Recharging service without GreenWay's previous written approval. The Client is not permitted to share Recharging card and its Client Account with any other person, or to allow free of charge or a commercial use of the Recharging service to any other person/party except for how stated in these GTC or agreed with GreenWay. The Client will be responsible for damage caused as a result of unauthorized use of the Service by a third party.
- 11.4 In case of misuse of the Recharging service, GreenWay is entitled to charge the Client with a payment of up to 100, - EUR for each such breach and the Client is obliged to pay it. Provisions on compensation of damage also in the amount exceeding this payment are not affected.
- 11.5 In the use of the Recharging service, the Client is obliged in particular to:
- (i) use any recharging point within GreenWay Network in assigned way and not to damage it, nor to interfere into it in any way,
 - (ii) respect rights and obligations of other Clients of the Service,
 - (iii) abide good manners, and
 - (iv) obey instructions of GreenWay, mainly referring to time of maximum standing on the lot belonging to the recharging point, otherwise GreenWay is entitled to impose a payment pursuant to the valid Pricelist.
- 11.6 In this regard the following activities of the Client are forbidden: (i) obtaining access to computer systems of GreenWay, including relevant networks, data and software without an appropriate permission or approval ("hacking") and (ii) any attempt for checking, verification or testing the vulnerability of any system of GreenWay or GreenWay Network. In case of such activities, or if GreenWay has a reasonable suspicion that the Client is engaged in such activities, GreenWay is entitled to immediately stop provision of the Service in order to protect other Clients as well as the GreenWay Network itself and consequently inform the Client of the reasons that led to such suspension of the provision of the Recharging service.

12. Modifications and copyright of GreenWay

- 12.1 GreenWay reserves the right at any time, without prior notice, to change Programs for Recharging service as well as to modify or temporarily suspend or interrupt the use of the Page, Client Zone or Driver Zone. GreenWay, at the same time, reserves the right to completely or partially modify or change products of the Recharging service, including the prices of Programs for Recharging service, as well as extent and structure of the Recharging service mainly in case of:
- (i) change of market conditions of Service provision,

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- (ii) increase of costs of GreenWay related to the provision of the Service,
- (iii) change of inflation rate published by the Statistic Office of the Slovak Republic for previous period, market and technological development of Services,
- (iv) change of relevant legislation,
- (v) issuance of decision by the relevant authority of state administration which places an obligation or a right of GreenWay to change, cancel, replace or in any other way modify Services and prices of Services (mainly including quality, extent and structure of Recharging service).

12.2 GreenWay is entitled to publish information on change of Recharging service by publishing this information on the Page, in the Client Account through Client Zone or in any other suitable form, mainly by notification of the Client via e-mail.

12.3 GreenWay reminds that information on the Page and in the Driver Zone may contain material and technical inaccuracies, or typographic errors. Page, Client Zone and Driver Zone may be updated without prior notification of the Client. Any modification, temporary postponement of the use or dropout of the Page, Client Zone or Driver Zone, does not establish entitlement of the Client to claim compensation of damage against GreenWay. GreenWay shall keep all information regarding GreenWay Network on the Page and in the Driver Zone updated, this information, however, may be subject to change without previous notification whereas information found on the Page and in the Driver Zone do not have to reflect the provided changes immediately.

12.4 The Page, Client Zone and Driver Zone is in its part as well as in its whole the author craft. Exclusive rights to all materials are the property of GreenWay. Names and designations, like services, may be trademarks of GreenWay, its mother company or other related companies. No part of the Page, Client Zone, Driver Zone, including picture, text, sound records, animation and/or videos may be copied or otherwise presented without explicit consent of GreenWay. Unauthorized intervention into the copyright may be considered a crime.

13 Responsibility of the Contracting Parties

13.1 If not stipulated otherwise in the GTC the Contracting parties are responsible for damages caused by them as a result of breach of obligations stated in the GTC, except for case of proving the fact that breach of obligation was caused by circumstances excluding responsibility and that non-fulfilment of obligations occurred as a result of unavoidable event of extraordinary character which was not possible to be expected at the time of the Contract conclusion, which could not be avoided and overcome. Circumstances excluding responsibility are considered mainly the following events: wars, civic riots, uprising, revolution, sabotage, natural disasters, catastrophes and their consequences, floods, electric energy dropouts, execution of non-reported or unexpected technical interventions at the network, strikes and embargo of any type, interventions of the state authorities and measures which have influence on operation of GreenWay Network and which were not caused by acting of the aggrieved party.

13.2 GreenWay at the same time does not bear responsibility for non-provision of the Recharging service in required extent caused mainly by:

- (i) defects or impropriety of the Client's technical equipment;
- (ii) incorrect procedure of the Client when using the Recharging service;
- (iii) fault of third party which caused damage, non-functioning or theft of the recharging point within GreenWay Network;
- (iv) non-compliance with the GTC or with the relevant laws by the Client;
- (v) event which correction is not in the competence of GreenWay.

13.3 The Client is liable to company GreenWay for damage caused by unauthorized use of the Recharging service in conflict with GTC. None of the Contracting parties is entitled to claim compensation of damage provided that non-fulfilment of obligation of the mandatory party is caused by express acting of aggrieved party. GreenWay does not bear any responsibility against the Client for direct, indirect, extraordinary or other damages which incur as a result of usage or inability to use the Service, or which are caused by the use of information from its Page or Client Account or referenced web pages, including lost profit, incurred costs, interruption of activities and other damages except for cases when these damages incur as a result of provably willful illegal acting of GreenWay.

13.4 GreenWay does not provide any guarantees or warranties except for warrants resulting directly from the law and warrants which are provided, above the scope of law, by suppliers of the recharging points and its accessories if being expressly stated at such products.

14 Personal data protection

14.1 GreenWay processes personal data in compliance with the relevant legislation for this area. Necessary notifications to the Client and the consent provided by the Client are located in the Client Zone.

15 Termination of the Contract

15.1 The Contract terminates upon:

- (i) notice of termination;
- (ii) agreement of the Contracting parties;
- (iii) withdrawal from the Contract; or
- (iv) dissolution of the Client in case of a legal entity or death of the Client in case of a natural person.

15.2 The Contract may be terminated by any of the Contracting parties. Notice period is the same for both Contracting parties – i.e. 1 (in words: one) calendar month, whereas the notice period shall start as of the first day of the following billing period.

15.3 Unless stated otherwise in the GTC, the Client is entitled to withdraw from the Contract provided that:

- (i) there is an increase in the Price of Program for the Recharging service;

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- (ii) the Client cannot use the Recharging service due to circumstances which last continuously for longer than 30 (in words: thirty) consecutive calendar days.
- 15.4 The Client is entitled to withdraw from the Contract even without stating any reason within 14 calendar days from the date of conclusion of the Contract. In such case the Client may apply the right to withdraw from the Contract in the form of the registered letter or via the form for withdrawal from the Contract sent to the following address: info@greenway.sk. Respective form for the withdrawal from the Contract is available on the Page and in the Client Zone.
- 15.5 Unless stated otherwise in the GTC, GreenWay is entitled to withdraw from the Contract in cases provided that the Client:
 - (i) interferes into any recharging point within GreenWay Network or enables such interference to third party, or provided the Client damages any of the recharging points;
 - (ii) misuses the Recharging service pursuant to GTC, or repeatedly uses the Recharging service in such way which prevents GreenWay from checking the use of the Recharging service;
 - (iii) does not pay the price of Program for the provision of the Recharging service even within 45 calendar days after due date;
 - (iv) repeatedly breaches the conditions of GTC.
- 15.6 Upon delivering a termination notice to GreenWay, the Program will terminate on the last day of the Fixed monthly fee billing period. In case of the Contract termination through notice the Fixed monthly fee will not be charged to the Client in the last issued invoice.
- 16 Final provisions**
- 16.1 Decisive law. The provisions of the Contract shall be governed by laws of the Slovak republic with the exclusion of collision standards as well as with the exclusion of use of provisions of UN Convention on Contracts of international purchase of goods agreed in Vienna on 11 April 1980. If the Contracting party is a consumer, legal regulations not governed by these GTC are regulated by the Act. No. 49/1964 Civil Code, Act No. 250/2007 Coll. on protection of consumer as amended and the Act No. 102/2014 Coll. on protection of consumer at sale of goods or provision of services, according to the Contract concluded on distance or Contract concluded beyond operational premises of the seller as amended. If the Contracting party is a legal entity, which is not a consumer, the relations not governed by these GTC are regulated by the Act No. 513/1991 Coll. Commercial Code as amended.
- 16.2 Solution of disputes. Any disputes which incur between GreenWay and the Client shall be solved in preference by mutual negotiation in order to handle the dispute by agreement. Provided the Contracting parties do not reach agreement in the dispute any of the Contracting parties is entitled to file a petition to a territorially and subject-matter competent court in the Slovak Republic to solve the case.

- 16.3 Delivery. The Client and GreenWay mutually declare that they fully accept the communication on distance – mainly electronic form of communication through electronic mail and internet network as valid and mandatory for the Parties.
- 16.4 Entirety. The Contract constitutes the final, complete and entire agreement between the Contracting parties and supersedes all prior agreements and understandings, whether written and/or oral, express or implied, relating to the subject matter of this Contract. Any declarations and guarantees which are not covered in this Contract are not binding for GreenWay and its affiliated companies.
- 16.5 Waiver of right. No delay of the Contracting party in the exercise of the rights pursuant to the Contract nor any failure to exercise such rights, nor the non-responding to the breach of any of the provisions of the Contract shall be construed to be a waiver of such right or construed as an implied consent with the breach of the provisions of the Contract.
- 16.6 Severability. Should any provision of the Contract be or become partly or entirely invalid, ineffective and /or unenforceable, the validity, efficiency and/or enforceability of the remaining provisions of the Contract shall not be affected by it unless very nature of such provision doesn't exclude it pursuant to the generally binding legislation. Contracting parties shall be obliged without undue delay to substitute the invalid, ineffective and/or unenforceable provision by a new provision which will, to the greatest extent possible, correspond to the will of the Contracting parties at the time of the conclusion of this Contract.
- 16.7 Assignment. The Client may not assign any of its rights and obligations under the Contract to any other person without a written consent of GreenWay.
- 16.8 By registration the Client declares its express consent with these GTC and the will to be bound by them. The Client at the same time declares that before sending its consent to the GTC, he has read and understood the contents of the GTC.
- 16.9 GreenWay reserves the right to change the GTC. Obligation of written notice of change in GTC is met by their placing on the Page and in the Client Zone. These GTC enter into validity on the date of their accessibility on the Page and in the Client Zone and they come into force against the Client upon submitting the registration form and consent of the Client with the GTC.
- 16.10 In case of any discrepancies between Slovak and English version of these GTC, the Slovak version has a priority.

GTC valid as of March 19, 2018.