

## GENERAL TERMS AND CONDITIONS OF USE OF THE CHARGING SERVICE IN THE GREENWAY CHARGING NETWORK

Valid as of 15.5.2017

### 1 Preamble

- 1.1 These terms of service are part of a Contractual relation between third parties as users of charging service and GreenWay Network 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 Bratislava I, Section: Sro, Insertion No.: 98521/B, and/or its mother, daughter or other affiliated companies (hereinafter referred to as „**GreenWay**“), as provider of the objective service, and regulate conditions of provision and using of electric vehicles charging service in GreenWay's network of fast charging stations. Contact details of GreenWay are as follows, cell phone: +421 911 668 770, e-mail: [dispecing@greenway.sk](mailto:dispecing@greenway.sk).
- 1.2 GreenWay is a business company, which scope of activities mainly covers operation of charging stations for electric vehicles and provision of charging services, whereas GreenWay declares that for execution of activity – operation of charging stations 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's charging network; (ii) complex development and construction of facilities/equipment serving for DC and/or AC charging of electric vehicles; (iii) accounting of payments related to access to charging network and charging in this network, as well as (iv) overall operation of charging network including its information system.
- 1.3 Registration of Users is made via registration form available at web Page [www.greenway.sk](http://www.greenway.sk) (hereinafter referred to as „**Page**“). In order to have successful registration, the User is obliged to fill in all mandatory data truly and completely in the registration form. User is also obliged to make adjustment of all data without an undue delay if any changes occurred after their registration.
- 1.4 For avoidance of doubt, these terms of service relate only to charging in charging network of GreenWay and do not relate to sale and development of technical equipment for charging of electric vehicles to third parties.

### 2 Definition of terms

- 2.1 Price list – represents an independent document which includes defined prices for provision of Charging service and/or related to provision of this service (hereinafter referred to as „**Price list**“).
- 2.2 Registration fee - is a one – time payment for processing of the User's registration and delivery of the Charging card (hereinafter referred to as „**Registration fee**“).
- 2.3 Fixed monthly fee – is a fixed monthly price for access to the charging network depending upon charging program chosen by the User, which is due always one month in advance (hereinafter referred to as „**Fixed monthly fee**“).
- 2.4 Access fee – is a fee for every use of the charging station and will be charged for every begun 45 minutes (in case of DC charging) or 90 minutes (in case of AC charging) of charging repeatedly, also in the case if the charging is stopped by vehicle and is still connected with charging station. The fee will be charged for the first 45 (or 90) minutes only after the end of first minute of charging (hereinafter referred to as „**Access fee**“).
- 2.5 Charging card – is a token, and/or plastic (or any similar) card with chip provided to the User by GreenWay for purposes of identification of User during charging in charging network (hereinafter referred to as „**Charging card**“).
- 2.6 Charging network – is a network of technical devices serving for DC and/or AC charging of vehicles owned and/or operated by GreenWay, which detailed list is published at the Page and to which GreenWay makes access to the particular User (hereinafter referred to as „**Charging network**“).

- 2.7 Quick charger – is a technical device serving for fast charging of the vehicle with maximal power over 20 kW, which contains minimally 1 DC charging connector (i.e. connector for direct current) (hereinafter referred to as **“Quick charger”**).
- 2.8 Paid service – is enabling of an access to Charging network and provision of charging of mainly electric vehicles in Charging network (hereinafter referred to as **„Charging service“**).
- 2.9 Page – is a web Page of GreenWay [www.greenway.sk](http://www.greenway.sk), where the User registers and where all conditions and information regarding exploiting of Charging service including these terms of service are published (hereinafter referred to as **„Page“**).
- 2.10 AC charging – is a charging of mainly electric car with alternating current on AC charging wallboxes, or AC chargers with power rating to 22kW, whereas also usage of 400V/32A industrial socket is deemed to be an AC charging. For AC charging is also deemed a charging of vehicles through AC connector on a Quick charger. For AC charging is also deemed a charging of vehicles if the charging is stopped by vehicle and is still connected with charging station (hereinafter referred to as **„AC charging“**).
- 2.11 DC charging – is a charging of mainly electric car on a Quick charger through DC charging connector (i.e. charging by direct current). For DC charging is also deemed a charging of vehicles if the charging is stopped by vehicle and is still connected with charging station (hereinafter referred to as **“DC charging”**).
- 2.12 Average charging power – is a value of average power of charging, which is calculated as division of overall obtained energy in kWh and overall time of charging in hours. GreenWay reserves the right to calculate the value of average power of charging session based on data provided by back-end system of GreenWay.
- 2.13 Program – is a structured expression of price proposal, consisting of Fixed monthly fee, or Access Fee, or Flexible charging rate, or their various combinations (hereinafter referred to as **„Program“**).
- 2.14 Repeated payment by card – is a service allowing the customer to register the card in the secured background and thereafter to realise another payment by card without necessity to enter any additional data (payment card number, expiration date and CVV code), what simplifies and accelerate the payment process (hereinafter referred to as **“Repeated payment by card”**).
- 2.15 User – is each natural person – consumer, natural person - entrepreneur, or legal entity performing business activity at the territory, or beyond the territory of the Slovak Republic (or other legal entity according to § 18 section 2 of Act No. 40/1964 Coll. Civil Code), which is successfully registered at the Page and is entitled to use paid services (hereinafter referred to as **„User“**). The consumer is each natural person which upon conclusion and fulfilment of Contract does not act as part of its business activity, employment or occupation (i.e. person who uses service for personal consumption only) (hereinafter referred to as **„User“**).
- 2.16 User account – is an account of User set in the GreenWay's information system (hereinafter referred to as **„User account“**).
- 2.17 Flexible charging rate – is expression of price for 1 minute of charging in the Charging network, whereby the rate depends on chosen Program and type of the charging station (hereinafter referred to as **„Flexible charging rate“**).
- 2.18 Terms of service – are GreenWay's terms of service published on the Page, which specify in details rights and obligations of GreenWay as the provider of Charging service and User, as a consumer, or a legal entity not being a consumer (hereinafter referred to as **„TS“**).
- 2.19 Customer zone – is a part of the official internet Page of GreenWay, into which the User can login by his login name and password (hereinafter referred to as **„Customer zone“**).
- 2.20 Act on personal data protection – is the Act No. 122/2013 Coll. on personal data protection as amended (hereinafter referred to as **„Act on personal data protection“**).
- 2.21 Act on protection of consumer during sale of goods – is the Act No. 102/2014 Coll. on protection of consumer at sale of goods or provision of services according to a Contract concluded on distance or Contract beyond

operating facilities of the seller as amended (hereinafter referred to as „**Act on protection of consumer at sale of goods**“).

- 2.22 Contract – is a Contractual relationship concluded between the User and GreenWay under the conditions specified in these TS, which contents is defined by this document (hereinafter referred to as „**Contract**“).
- 2.23 Contracting parties – are User together with GreenWay (hereinafter referred to as „**Contracting parties**“).

### 3 Registration, concluding of Contract and activation of User account

- 3.1 Upon successful registration (i.e. by choosing a particular Program, filling in the registration form, acceptance of TS by the User, verification of registered data and subsequent sending of confirming message on activation of the particular User 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 paid Charging service within the extent and under conditions agreed in these TS. By acceptance of TS, the User expresses its explicit consent with these TS 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 TS, a User account will be created for the User. The User acknowledge, that the Charging service is a paid service and he undertakes to pay GreenWay for the service in the required extent.
- 3.2 Using the Charging service is possible only after activation of the User's account, after such activation, GreenWay ships the Charging card to the User.
- 3.3 If the registration was not successful, Contractual relationship between GreenWay and User shall not arise. There is no legal title for concluding a Contract. Upon the User's registration, GreenWay is entitled to inform the User about offers of other services including other offers to which the User grants its express consent to GreenWay.
- 3.4 User declares that he is able to fulfil all its obligations resulting from the Contract. Provided the User 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 User's registration at the Page, by providing data required in the registration form the User hereby guarantees that provided data are true, actual and complete. Provided that the User's data are as to the date of provision to GreenWay untrue, non-actual and incomplete, or provided that GreenWay may have reasonable suspicion that provided data are untrue, non-actual or incomplete, GreenWay reserves the right to do not activate the User account, temporarily postpone the User account, or completely terminate the provision of Charging service. Unless User 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 User in this regard.
- 3.6 GreenWay is entitled to provide User's data to its mother company, or any other affiliated companies and keep records of them if required by relevant legal regulations. GreenWay shall keep confidentiality of the provided data.

### 4 Price of Charging service

- 4.1 For provision of Charging service the User is obliged to pay GreenWay an amount which is calculated in compliance with the structure and rates by the User's selected Program and roaming prices stated in the Price list. Price for Flexible charging rate includes also incomplete minute of charging and is rounded to 2 decimal places. Other additional services or fees for single charging in Charging network are charged in accordance with valid Price list of GreenWay. Price list of GreenWay, as well as instruction manual for usage of fast charging stations (available at the Page) are considered to represent an inevitable part of the Contract. Prices of Program and fees specified in the Price list are final and do not include VAT. The User hereby declares that he has been

informed of the Price list and instruction manual for using of charging stations, he is bound by them and undertakes to fulfill these in full extent. GreenWay is entitled to change the rates and fees in the Price list.

- 4.2 GreenWay reserves the right according to its discretion, individually, or within a wider campaign of the company, to grant a full, or partial discount from the Program.

## 5 Payment for Charging service

- 5.1 User is entitled to carry out payments relating to payment of obligations under the Contract by one of the following methods:

- (i) bank transfer of financial payments based upon an invoice delivered to the User by GreenWay;
- (ii) payment card of the User (VISA, MasterCard, Maestro International) in the Customer zone.

- 5.2 GreenWay is entitled to realize the User's payment obligations by Repeated payment by card, if agreed with the User, i.e. until cancellation of such consent.

- 5.3 In case the payment is not withdrawn from the User's payment card because the incorrect number of card was provided, or the User has not enough financial resources available on the bank account, or because his pre-determined financial limit on the payment card, or bank account was exceeded, GreenWay is entitled to interrupt provisions of Charging service until the proper reparation is made and complete settlement of obligations of the User according to TS is realized.

- 5.4 Invoices will be issued to User always at the beginning of the calendar month for the previous calendar months chargings, whereas in case of Programs containing Fixed monthly fee and Flexible monthly rate, Fixed monthly fee for the following calendar month and Flexible monthly rate for the previous calendar month based on the actual charging time in the Charging network will be invoiced to the User.

- 5.5 Invoice for Charging service with duly marked clearing period shall be issued by GreenWay and sent to the User as an electronic invoice, whereas the User 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 conditions of their sending. Electronic invoice is pursuant to § 71 of the Act on VAT a proper tax document. GreenWay is obliged to send the electronic invoice to the contact e-mail specified by the User upon his registration. User shall inform GreenWay on 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 the invoice is 14 (in words: fourteen) calendar days, clearing period is 1 (in words: one) calendar month.

- 5.6 If the invoice is not delivered to the User until 7 (in words: seven) calendar days from the end of the clearing period, the User shall inform GreenWay of this fact without an undue delay.

- 5.7 The User is not entitled to set-off of his relevant obligations against obligations of GreenWay without previous written approval of GreenWay. The User shall pay the price of Program in the amount and due dates as specified in the invoice. Obligation of the User to pay price of Program is met on the date of crediting the relevant amount marked with relevant variable symbol to the GreenWay' account. The User is aware that in case of being delay with payment of flat rate price within the due date of relevant invoice he shall be automatically charged a fee for delay in the amount as specified in the price list of GreenWay. Unless the price of flat rate together with fee for delay of payment is paid in additional period of 5 (in word: five) calendar days after due date of invoice GreenWay is authorized to postpone provision of service until complete settlement of all obligations of the User according to TS.

## 6 Change of the Program

- 6.1 The User is entitled to change the Program anytime during the period of 12 (in words: twelve) consecutive calendar months of the Contract five times without any additional payment for such a change, but every further change of the Program chosen by User beyond this time frame will be charged according to a valid Price list.

- 6.2 The User is entitled to apply for change of the Program upon filling out request via online form published on the Page.. The Program will be changed without undue delay after the receipt of the request for the change by GreenWay.
- 6.3 If the User switch from a higher Program to a lower Program, the not consumed part of the Fixed monthly fee to the date of the acceptance of the change by GreenWay shall remain with the User on his User account in the form of a credit, this credit shall be set-off against Flexible monthly rate for charging in the forthcoming clearing period.
- 6.4 Validity of Programs ZERO, OPTIMAL and FULL shall in a full extent cease to exist as of 31.10.2017. Every User interested in further using of Charging Service is entitled to apply for the change of the old Program for a new available Program from 1.5.2017 via filling out a request as stated in clause 6.2 of these TS. Registered users who do not request for Program change to actual Program until end of 31.10.2017 will be deactivated. Afterwards, when they request for Program change to actual one, they will be activated again.
- 6.5 From 15.05.2017 the Program change to ZERO, OPTIMAL or FULL is not possible.

## 7 Charging card

- 7.1 After activation of the User account, the User will receive a Charging card from GreenWay, which shall serve for his identification when charging in the Charging network. User is obliged to handle the Charging card in a suitable manner, use it for the assigned purpose only and in compliance with instructions of GreenWay and protect it against loss, damage or theft. The Charging card is non portable and for its use (also in case of its misuse) is always responsible the User itself.
- 7.2 In case of loss or theft of the Charging card the User shall record this fact without an undue delay on his User account, afterwards the Charging card will be automatically blocked and GreenWay shall provide the User with a new Charging card. Fee for issuance of a new Charging card is stated in the Price list.
- 7.3 The User is fully responsible for damage caused by deterioration, unauthorized use, loss or theft of the Charging card until the time when the Charging card is duly blocked. Any operations made through Charging card until its blockage shall be borne and refunded by the User. Costs for issuance of a new Charging card shall be borne by the User. The Charging card and any (electronic) data processed on Charging card are always in the sole ownership of GreenWay.

## 8 Interoperability and roaming

- 8.1 The User acknowledge, that GreenWay will conclude roaming contracts with other operators providing charging services for electric vehicles outside the territory of the Slovak republic, with purpose to provide clients of these roaming partners with charging services in Charging network of GreenWay and at the same time provide clients of GreenWay with possibility to charge in charging networks of these roaming partners (hereinafter referred to as "**roaming services**"). The up to date list of roaming partners is published on the Page. Pricing of particular roaming services shall be governed by price list and terms of service of the particular roaming partner.

## 9 Declarations and obligations of the User

- 9.1 Besides obligations stated in the TS the User is be obliged mainly to:
- (i) comply with all provisions of TS; whereas the User is entitled to use Charging service only in compliance with relevant legal regulations, these TS, eventually according to instructions and manuals of GreenWay;
  - (ii) comply with principles of good manners and not to misuse the Charging service in any way;
  - (iii) pay the price of Program duly and on time;
  - (iv) use any fast charging station within the Charging network in compliance with the purpose of its use, instructions of its use so that no damage, injuries or damages on User's health occurs;



- (v) inform GreenWay without undue delay on any disorders, interruptions or damages of fast charging stations within the Charging network which the User finds out or of which he is informed during using of Charging service;
  - (vi) protect the Charging card against loss, damage or theft;
  - (vii) settle any damage, which was caused willfully or by negligence on any fast charging station within the Charging network by incorrect, harsh use or handling by the User;
  - (viii) use Charging network in a way not limiting other Users of Charging network;
  - (ix) respect instructions and directions of the staff and/or co-workers of GreenWay and during User of charging network be available on phone for purposes of necessary communication with GreenWay;
  - (x) send any claim of Charging service exclusively in writing to e-mail: [dispecing@greenway.sk](mailto:dispecing@greenway.sk);
  - (xi) provide GreenWay with any required cooperation upon use of Charging service;
  - (xii) inform GreenWay about any obstacle, which could prevent him from proper fulfilment pursuant to the Contract.
- 9.2 The User undertakes and guarantees that charging of electric vehicle within the Charging network shall serve exclusively for obtaining sufficient driving range/charging of electric vehicle of the User.

## 10 Rights and obligations of GreenWay

10.1 Pursuant to the TS, GreenWay is obliged to:

- (i) enable access to Charging network under conditions specified in the TS to the User. However, GreenWay is not liable to the User for any damage caused by using of access to Charging network, nor it shall be responsible for any direct or indirect costs related to non-operation of Charging network. GreenWay is not responsible for non-fulfilment of its obligations according to TS provided that these were not met due to objective reasons of force majeure pursuant to the TS;
- (ii) provide regular technical maintenance and revision of charging stations and inform the User of repairs, or maintenance of charging stations which could prevent or limit access and charging on relevant charging station in form of notification on the Page;
- (iii) in case of disorder of any fast charging station within the Charging network provide its repair without undue delay according to its possibilities and capabilities and notify the User of its repair;
- (iv) provide User with assistance related to Charging service through dispatching center at phone number: +421 911 668 770 during working days from 8.00 and 17.00 or on e-mail address: [dispecing@greenway.sk](mailto:dispecing@greenway.sk);
- (v) in case of any claim/complaint of the User including claim regarding invoices, GreenWay is obliged to handle these at latest until 30 (in words: thirty) calendar days from delivery of a claim/complaint to GreenWay;
- (vi) provide User with any required cooperation with regard to service usage;
- (vii) upon request of the User inform the User of all required settings and technical parameters enabling access to the Charging service;
- (viii) charge and invoice the User relevant amounts in compliance with the valid Price list only;
- (ix) keep confidentiality of personal data provided by the User upon conclusion of the Contract.

10.2 Besides other rights specified in the TS GreenWay has the following rights:

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

## 11 Fair use policy

11.1 The aim of the User's obligation is mainly to prevent using of the Charging service in ways which are in conflict with the law, good manners or which breach could lead in reduced quality of service for other Users.

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

GreenWay's notice, or if the User despite the notice continues breaching relevant provisions of TS, GreenWay has right to withdraw from Contract and is entitled to claim compensation of damage.

- 11.3 Principles and non-authorized activities stated in Article 11 of TS are only demonstrative, whereas also other activities which may be reasonably considered as misuse of Charging service will be considered as such misuse with same legal consequences. The User undertakes to use Charging service exclusively for his needs and is not authorized to any other than permitted use of Charging service without GreenWay's previous written approval. The User is not permitted to share his Charging card and User account with any other person, or to allow free of charge or commercial use of Charging service to any other person/party. The User shall bear responsibility for damage caused as a result of unauthorized use of service by third party.
- 11.4 In case of misuse of Charging service, GreenWay is entitled to charge the User with a contractual penalty of 100,- EUR for each such breach and the User is be obliged to pay such penalty to GreenWay. Provisions on compensation of damage also in the amount exceeding this Contractual penalty are not affected.
- 11.5 During using the Charging service, the User is obliged mainly to:
- (i) use any fast charging station within Charging network in assigned way and not to damage it, nor to interfere into it in any way,
  - (ii) respect rights and obligations of other users of the Charging service,
  - (iii) abide good manners,
  - (iv) obey instructions of GreenWay, mainly referring to time of maximum standing on the lot belonging to the fast charging station, otherwise GreenWay is entitled to impose a fine pursuant to the valid Price list.
- 11.6 In this regard the following activities of the User are forbidden: (i) obtaining access to computer systems of GreenWay, including relevant networks, data and software without previous approval and permission („hacking“) and (ii) any attempt for testing, verification or checking the vulnerability of any system of GreenWay or the Charging network. In case of such activities, or if GreenWay has reasonable doubt that the User commits such activities, GreenWay is entitled to immediately stop provision of Charging service in order to protect other Users as well as the Charging network itself and consequently inform the User on reasons of such suspension.

## 12 Modifications and copyright law of GreenWay

- 12.1 GreenWay reserves the right without previous notice to change products and flat rates for services described on the Page, as well as modify or temporarily stop or interrupt use of the Page. GreenWay reserves the right completely or partially modify, or change products of Charging service including the price of flat rate for Charging service, as well as the extent and structure of Charging service mainly in case of:
- (i) change of market conditions of service provision,
  - (ii) increase of costs of GreenWay related to provision of services,
  - (iii) change of inflation rate published by the Statistic Office of the Slovak Republic for previous period,
  - (iv) market and technological development of service,
  - (v) change of relevant legislation,
  - (vi) issuance of relevant authority of state administration decision 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 Charging service).
- 12.2 GreenWay is entitled to publish information on change of Charging service by its relasing on the Page, or in any other suitable form, mainly by notification of the User via e-mail.
- 12.3 GreenWay reminds that information on the Page may include material and technical inaccuracies, or typographic errors and may be updated without previous notification of the User. Any modification, temporary postponing of use or dropout of the Page does not establish entitlement of the User to claim compensation of damage against GreenWay. GreenWay shall keep all information regarding charging network on the Page updated. However, this information may be subject to change without previous notification whereas information on the Page do not have to reflect provided changes immediately.
- 12.4 The Page 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 service may be trademarks of GreenWay, its mother company or other related companies. No part of the Page, including picture, text, sound records, animation and/or videos may be

copied or otherwise represented without previous approval of GreenWay. Unauthorized intervention into the copyright may be considered as a crime.

## 13 Responsibility of the Parties

- 13.1 If not stipulated otherwise in the TS the Contracting parties are responsible for damages caused by them as a result of breach of obligations stated in the TS, 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 time of 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, embargo of any type, interventions of the state authorities and measures which have influence on operation of the charging 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 Charging service in required extent caused mainly by:
- (i) defects or impropriety of the User's technical equipment;
  - (ii) incorrect procedure of User when using the Charging service;
  - (iii) by fault of third party which caused damage, non-functioning or theft of fast charging station within the Charging network;
  - (iv) non-compliance of TS or relevant legal acts by the User;
  - (v) event, which correction is not in the competence of GreenWay.
- 13.3 The User is liable to company GreenWay for damage caused by unauthorized use of Charging service in conflict with TS. 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 User for direct, indirect, extraordinary or other damages which incur as a result of usage or inability to use service or which are caused by use of information from its Page or referenced web Pages including (but not limited to) loss profit, spent costs, interruption of activities and other damages except for cases if these damages incur as a result of provably willful illegal acting of GreenWay.
- 13.4 GreenWay does not provide any guarantees and warrants except for guarantees resulting directly from the law and guarantees which above the scope of law are provided by suppliers of fast charging stations and their accessories if being expressly stated at such products.

## 14 Personal data protection

- 14.1 GreenWay processes personal data in compliance with Section 9 of the Act on personal data protection by way which is in compliance with good manners, i.e. for below stated and defined purpose. The User provides GreenWay with personal and other data within the below stated extent for purposes of provision of Charging service and conclusion of Contract with the User, as well as for purposes of registration of the User, clearing of payments and to necessary communication between the Contracting parties. GreenWay is according to approval of the User, as well as in compliance with the Act on personal data protection authorized to process personal data of the User for purposes of provision of charging service, as well as its internal operational and accounting records, processing of statistics for the needs of GreenWay, and fulfilment of required legal obligations.
- 14.2 The User grants GreenWay express consent for processing of personal and other data which include: first name, surname, academic title, address, telephone number, date of birth and e-mail address whereas the User shall provide these data to GreenWay voluntarily. GreenWay is entitled to process these personal data in its information systems (in manual or automated form), including information systems of its mother company, or relate companies for the whole period of Contract duration. The User grants this approval to GreenWay for an unlimited period whereas the User may withdraw such consent any time in form of serving a written notice to GreenWay. In such case GreenWay shall stop processing personal data with immediate effect, but not before the lapse of period of the Contract duration, resp. other period stipulated by the legal regulation for recording or archiving of materials containing these data. GreenWay undertakes to take and provide relevant measures for





protection of identification and other personal data, as well as information on User including data on electric vehicle which is owned by the User in compliance with valid legal regulations.

## 15 Termination of Contract

15.1 The Contract terminates upon:

- (i) notice;
- (ii) agreement of the Contracting parties;
- (iii) withdrawal from the Contract, or
- (iv) dissolution of the User, if a legal entity, or by death of the User, if natural person.

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

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

- (i) price of Program for using the Charging service was increased;
- (ii) User cannot not use Charging service due to circumstances which continuously last over 30 (in words: thirty) following calendar days.

15.4 User is entitled to withdraw from the Contract without stating any reason until 14 calendar days from concluding a Contract. In such case the User may apply the right to withdraw from the Contract in a form of a registered letter or via withdrawal form sent to the following address: [dispecing@greenway.sk](mailto:dispecing@greenway.sk). Form for withdrawal from Contract is available on the Page.

15.5 Unless stated otherwise in the TS, GreenWay is entitled to withdraw from the Contract in cases provided that the User:

- (i) interferes into any fast charging station within the charging network or enables such interference to third party, or provided he damages any of the fast charging stations;
- (ii) misuses Charging service pursuant to TS, or repeatedly uses Charging service in such way which prevents GreenWay to check using of charging service;
- (iii) does not pay the price of flat rate for provided Charging service not even 45 calendar days after due date;
- (iv) repeatedly breaches conditions of TS.

## 16 Final provisions

16.1 Decisive law. This Contract shall be governed by and construed in accordance with laws of Slovak republic, with exclusion of collision standards and use of provisions of the UNO Convention on Contracts of international purchase of goods agreed in Vienna on 11. April 1980. If the User is a consumer, legal relations not governed by these TS 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 Contract concluded on distance or Contract concluded beyond operational premises of the seller as amended. If the User is a legal entity, the relations not governed by these TS 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 User shall be solved in preference by mutual negotiation in order to handle the dispute by agreement. Provided the parties do not reach agreement in the dispute any of the party is entitled to file a petition to a territorial and subject-matter competent court in the Slovak Republic to solve the case.

16.3 Delivery. User 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. This Contract constitutes the final, complete and entire agreement between the Parties and supersedes all prior agreements and understandings, whether written 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. The failure of the Party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of the right of such Party thereafter to enforce any such provisions. No waiver by a Party of any right hereunder shall be deemed as a waiver of any other right
- 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. Contracting parties shall be obliged without undue delay to substitute the invalid, ineffective and/or unenforceable provision by a valid provision which come as close as possible to the effect which was intended by the invalid provisions.
- 16.7 Assignment. User may not assign any of its rights and obligations under the Contract to any other person without written approval of GreenWay.
- 16.8 Upon registration the User hereby declare its express consent with these TS and the will to be bound by them. The User at the same time declares that before sending of approval with the TS, he has read and understood the contents of TS.
- 16.9 GreenWay reserves the right to change the TS. Obligation of written notice of change in TS is met by their placing on the Page. These TS enter into validity on the date of their accessibility on the Page and they come into force against the User upon sending the registration form and approval of the User with the TS.
- 16.10 In case of any discrepancies between Slovak and English version of these TS, the Slovak version has priority.