

GENERAL TERMS AND CONDITIONS OF RECHARGING SERVICES FOR REGISTERED CLIENTS

ARTICLE 1. – CONTRACT WITH GREENWAY

1.1 These general terms and conditions govern the provision of recharging services for electric or hybrid vehicles by our company GreenWay Hrvatska d.o.o.. These general terms and conditions are published on our website. For further details on our company, please see below.

1.2 Subject to registration, you (as our registered client) gain access to our recharging services at any time you need. You also gain access to our portfolio of client support services and our benefit price programs; not all of these options are available to clients who use a one time recharging only.

1.3 The contract with us is a framework contract (framework contract). Each provision of recharging service (recharging session) forms a separate contract on provision of recharging service (recharging session contract).

1.4 By requesting the recharging service from us, you are deemed to have accepted our terms and conditions applicable to the service at the recharging point and at the time of service provision.

1.5 Before using the recharging services at a given recharging point, log in to our web or mobile applications (Apps) to obtain information on the applicable prices, methods of authentication or other terms and conditions of our service.

1.6 You can register in our Apps, which will allow you to use our services repeatedly without the need to re-register (multiple charging). You also gain access to our benefit price programs.

1.7 If you need to recharge your vehicle and do not have time for administration, we offer you the opportunity to register in a simplified way, i. e. without providing all the required registration data (simplified registration). Under the simplified registration, you can use the recharging service once in the next 24 hours. To use multiple recharging, it is necessary for you to fill in the missing data (completion of registration).

1.8 As a registered client, you gain access to a variety of client support services, which are provided mostly by electronic means, in particular, changing the contract and registration data electronically, initiating and concluding charging and submitting complaints. We create a client account for you, where you find information and functionalities relating to your use of recharging services or electromobility in general. You gain access to our Apps designed to facilitate your use of our services.

ČLANAK 2. - GREENWAY MREŽA

2.1 We provide access to recharging services provided by various entities through networks of recharging points. These include chargers owned and operated by us and by GreenWay Polska Sp. z o.o., GreenWay Infrastructure s.r.o. jointly under the name „GreenWay network” marked greenway.hr

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in our Apps as “GW” (GreenWay’s Recharging Points), thirdparty owned recharging points marked as “P” (Partners’ Recharging Points) and charging points operated by Roaming partners marked as “R” (Roaming Recharging points).

2.2 Recharging at points of GreenWay partners may be provided under special price or other terms.

2.3 Recharging points accessible to you are displayed in our Apps.

ARTICLE 3. – RECHARGING AT ROAMING PARTNERS

3.1 Our clients also have access to recharging services in networks of other operators in Slovakia and other countries (roaming partners) without the need for further registration. These recharging points are operated under the names of the roaming partners, but the service provided through them to you is provided by us.

3.2 Recharging at points of roaming partners may be provided under special price or other terms. Specifically, check our Apps for means of authentication at the roaming partner’s recharging point.

3.3 You shall respect the terms set by the roaming partner for users of its charging points.

3.4 Recharging points in roaming partners’ networks accessible to you are displayed in our Apps.

ARTICLE 4. – OUR SERVICES

4.1 You can use the services in real time, according to a recharging point’s availability. Our client support services may include reservation or other recharging services management options

4.2 You can order the recharging services to be provided to multiple vehicle users (drivers) under your contract. We may set a maximum number of drivers under a contract or specify conditions applicable to a person/entity to qualify as a driver.

4.3 Please disconnect from the recharging point and vacate the parking place as soon as your vehicle has been charged, to make it available to other clients. Duration of connection to our infrastructure can be included in the price of the service.

4.4 Due to various technical constraints, we cannot guarantee uninterrupted or flawless operation of all our recharging points or ability to fully charge your vehicle. Availability of recharging points may be limited by our partners, for other reasons out of our control or for repairs or maintenance of recharging infrastructure

4.5 For the up-to-date status of the recharging infrastructure, please check our Apps.

4.6 Our instruction manuals placed on the recharging points and other technical, operational or safety rules applicable to use of our recharging points and services,

15. travnja 2024.

GreenWay One (App Store, Google Play)

including our Apps, are binding for you. All the rules are available in our Apps, placed on chargers or communicated to you by e-mail so that you can learn about them in advance.

4.7 You shall not cause any harm to the GreenWay network and, in particular, not to use it contrary to the applicable legislation and instructions for use of the recharging points. This also applies to recharging points owned by our roaming partners.

4.8 You shall protect your access credentials and authentication means from loss or misuse by any third parties. We will disable the authentication means upon your request, but you remain liable to pay the price of services used through them until the point they are disabled.

ARTICLE 5. – PRICE AND PAYMENT CONDITIONS

5.1 Our recharging services are paid services.

5.2 Our prices are structured and include various price components, rates and conditions of their applicability (price programs). As a part of benefit price programs, we also offer programs that include also monthly fee.

5.3 You can choose any of our benefit price programs. You can choose a different price program for each driver. If you do not choose a benefit price program, or there is no benefit price program applicable to your recharging for other reason, your recharging session will be priced by the standard price program specified in our current pricelist. The standard price program applies to the recharging session under the simplified registration; subject to completion of registration, you can choose any of our price programs for further recharging services.

5.4 Price terms and conditions of our service, including our benefit price programs, are set in the published pricelist of our company. In cases specified in the pricelist, the price on indicated recharging points is made available to you through our Apps.

5.5 Please log-in to our Apps for the price applicable to your particular recharging session.

5.6 We reserve our right to determine a price for our recharging services, however, we will inform you in advance about changes in prices at GreenWay's own recharging stations. This rule applies also to changes of (including termination of) our benefit price programs.

5.7 We offer also various discounts, launch promotional programs, offer free services or grant other benefits or special conditions to our clients. For price benefits applicable to you, please check, in particular, the applicable pricelist, information on our webpage and our Apps and subscribe for our newsletter.

5.8 Our pricelist can set prices for other services (such as towing service) and products (such as recharging cards). These payments shall be made under the same terms as applicable to payment for recharging services.

5.9 The price for each recharging session becomes due at moment of its provision. The price components, which are not linked to a recharging session (such as fixed or subscription fee) are due at start of time period to which they apply. We may postpone due dates of the payments to a later time (such as the end of the day or calendar month). Information on this subject can be found on our website, in the pricelist, and we will inform you about changes by e-mail.

5.10 We will inform you on amounts due at moment when they become due at the latest. We will invoice our services by electronic invoice. We may issue the invoice after due time of the payment; time of issue of the invoice does not give reason for any delay of the payment. For details of the applicable policy, please see the pricelist.

5.11 We have the right to suspend provision of further recharging services to you in case you have not paid the amounts due for our services provided. In case of arrears in payment for our services you will also lose your right to use a benefit price program, and the plan with a monthly subscription fee will be changed to a plan without a subscription fee from the first day of the month following the month of arrears in payments. You have the right to return to a benefit price program after paying any outstanding payments.

ARTICLE 6. – PAYMENT METHOD

6.1 To receive our services, you shall enable us to receive payments for recharging services you used from your payment card through our Apps. For that purpose (i) you shall provide us details of your valid payment card, (ii) the card must pass initial authorization at your issuing bank, (iii) you grant consent for storing the card by the payment service provider and its use by us for settlement of payment for your recharging and other services or products provided to you during term of your framework contract and (iv) you should keep sufficient amount of money and take other actions enabling payments from your card on their due date (such as that the card is not blocked, you have sufficient limit for e-commerce transactions).

6.2 In case we make more payment methods available to our clients in our Apps, you can replace the card payment by the other payment method under terms and conditions set by us.

6.3 To use our services, it is necessary for you to meet the conditions set out in 6.1. during the entire duration of the framework contract.

6.4 We may make a request for authorization of your card for an amount not exceeding 50 EUR. Prior to each recharging session, we may also make authorization (reservation of the funds) at your card at the amount not exceeding 50 EUR. Exact applicable amount (which is usually lower than above maximum amount, or even a symbolic amount) is provided for in the pricelist.

6.5 By providing your payment card details to payment service provider, you agree that our company is authorized to initiate payments from your card for our recharging services on due dates and in amounts set in accordance with general terms and conditions and pricelist of our company, your price program and reflecting our discounts or other special conditions agreed with you, during term of your framework contract with us (mandate). The mandate applies equally to payments for other services or products provided to you by us upon your request.

The mandate above includes the right to initiate multiple payment transactions for fixed as well as variable amounts (such as recurring transactions, future transaction, incl. prepayments, (unscheduled) credential/card-on-file transactions or instalment transactions).

vjerodajnicama/transakcije kreditnom karticom ili transakcije na rate).

We provide you with refund of all payments, which were not made in line with our mandate, or in regard of which we decide or agree with you to pay the amount (or its part back) to you after the payment has been made. In case the authorization amount becomes debited to your account, it will be subject to refund initiated without delay. We initiate reversals/adjustments/cancellations of transactions, if necessary, to ensure compatibility of a transaction with the mandate.

Our mandate includes a right to store the card credentials (payment token allocated to your card by the payment service provider storing the card; not card details as such) and use this stored information to initiate transactions within our mandate above.

By providing the card details to the payment service provider, you agree that the payment service provider stores the card on file for our payment transactions to be made in future

6.6 The payment from the card is considered made at moment when the payment service provider makes available to us the information that the payment has been successfully debited from your account. In all other cases, the amount due is paid only after it has been credited to our account.

6.7 Types of accepted cards, timing and other conditions or limitations applicable to processing services relating to payments from your card are determined by the relevant financial institutions (such as payment services provider, your issuing bank, card organizations). Payment details are presented in the general terms and conditions of payment published on our website or available through a link to website of the payment service provider.

6.8 In case of failure of the card payment, you shall ensure settlement of all your amounts due without delay, in particular, by using access to your card data and payment processing functionalities in your client account in our Apps or by a bank transfer.

6.9 Provisions of this Article shall, to the extent possible, apply to other payment methods used by clients.

ARTICLE 7. – ELECTRONIC COMMUNICATION

7.1 You can find information on the terms and conditions of our recharging services in our Apps. These general terms and conditions and our pricelist are available on <https://greenway.HR> in a form that enables their acquisition, preservation, reproduction and printing.

7.2 We communicate with you on contract and service-related issues by using the e-mail address and telephone number you provide us with and by using the Apps. You contact us by using our contact e-mail address, telephone number and our Apps.

7.3 You contract our services electronically; you can change them or terminate by electronic means in all cases foreseen by the general terms and conditions and the pricelist.

7.4 You may not send illegal information or content, offensive content, misinformation or misleading information, as well as content containing viruses or that may cause disruptions or damage to computer systems, particularly through the contact form available on the Apps.

ČLANAK 8. – CLIENT INFORMATION

8.1 Correct client information is essential for our cooperation. To receive our services, you are required to provide your identification and contact details and keep them updated; you must verify the details upon our request.

8.2 Protection of your personal information is ensured in accordance with applicable data protection legislation. For details see the Privacy Policy of our company published on our website.

ČLANAK 9. – GENERAL LEGAL INFORMATION

9.1 Our communication and contract language can be Croatian or English.

9.2 By registering, you enter into the framework contract on recharging services with us to be provided under the applicable general terms and conditions and pricelist of our company. To complete registration, you need to fill in the registration form in our web or mobile application and agree to the terms and conditions of our recharging services. We enter the framework contract also based on simplified registration, i.e. by you granting a consent to the terms of our services; the process of completing the registration means supplementing the missing client data and not postponement of the origination of the contract.

9.3 The registration form contains functionalities capable of identifying certain errors such as whether you inserted all mandatory data or whether e-mail address and telephone number have correct format; if possible, we will inform you of the nature of the error but you need to make the correction by yourself.

9.4 Your framework contract is concluded for an indefinite period of time.

9.5 Each particular recharging session contract is concluded by your request made by using the authentication means such as Apps or recharging cards or other RFID devices to receive the recharging service from us. This contract lasts for time period necessary to provide the service and make payment for it. It is governed by terms and conditions of the framework contract and by terms and conditions applicable to the particular recharging session. Validity of the framework contract forms pre-condition for any particular recharging session contract.

9.6 Please note that in order to receive the recharging services you need to comply with the obligations under our general terms and conditions and our pricelist.

9.7 We keep records of the up-to-date version of your contract(s) and can provide it to you at any time upon your request.

9.8 The contract(s) between us shall be governed by the law of the Republic of Croatia.

9.9 Any disputes, which may arise in connection with your contract(s), shall be settled by the courts of the Republic of Croatia.

9.10 Annex to these general terms and conditions provides for specific provisions relating to consumers' rights and other regulatory issues.

ČLANAK 10. - PROMJENA UVJETA

10.1 We reserve the right to determine and make any changes to (including termination of) the general terms and conditions and our pricelist, the registration form, the client account, portfolio of client support services, Apps, our technical rules and any other elements forming our business operation.

10.2 The reasons for changing these general terms and conditions can include (i) change of applicable legislation or requirements of competent authorities, (ii) change of external factors relevant for recharging services and electromobility (such as technology or market development), and (iii) changes of our specific internal conditions (such as investment cost or new business solutions).

10.3 We will inform you about changes to the terms and conditions at least 14 days in advance. In case you disagree with the changed terms of our services, you may discontinue their use and terminate our contract with immediate effect.

10.4 By requesting the recharging service after the changed terms start to apply, you are deemed to have accepted the new terms.

ČLANAK 11. – SUSPENSION OR TERMINATION

11.1 We have the right to suspend (or postpone start of provision of) our recharging services to you if (i) you are in breach of your obligations towards us, or (ii) in cases, (until) when you do not take the action(s) we require from you as condition for you to receive the services, (iii) it is required under applicable legislation.

11.2 Each of us can terminate the framework contract (i) due to breach of obligations of the other party by withdrawing from the contract with effect from delivery of the notice, or (ii) irrespective of a cause, by filing a notice to take effect as of the end of a calendar month with at least 15-day notice period. Each consumer has the right to withdraw from the framework contract within 14 days without giving any reason (for details see Annex).

ARTICLE 12. – DATE OF EFFECT

12.1 These general terms and conditions are issued on 15th April 2024, and shall apply from 1st May 2024, except as provided in 12.2 below.

12.2 The general terms and conditions will apply for a client from an earlier date, on which (i) the new client registers for our services, or (ii) the existing client decides to accept and comply with these general terms and conditions.

12.3 These general terms and conditions shall replace previous general terms and conditions of our recharging services.

12.4 Applicability of these general terms and conditions is automatically connected with applicability of the pricelist of our company issued on 15th April 2024, and shall apply from 1st May 2024 which is issued on the basis of clause 5.4 and others of these terms and conditions.

ANNEX

PROVISIONS RELATING TO CONSUMERS' RIGHTS AND OTHER REGULATORY ISSUES

INSTRUCTIONS ON WITHDRAWAL BY A CONSUMER

Right of withdrawal

You have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from the contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of recharging services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

COMPLAINT HANDLING POLICY

If you are a consumer, you have the right to seek remedy from us with regard to defects of our services including payment processing. You can request the proper provision of the service in accordance with our terms and conditions and compensation of damages, if you incur any. You should make a complaint at contact details at first page of these terms. We decide on how to solve your complaint (i) without delay, (ii) in complicated cases, not later than in 3 working days, or (iii) if a complex evaluation of the technical state of the service is required, or in other justified cases, not later than in 30 days. We resolve your complaint (i) immediately, or (ii) in justified cases, later, however, not later than in 30 days from the day of submission of the complaint. In case of our delay to resolve your complaint duly and in time, you may terminate the contract with immediate effect.

ALTERNATIVE DISPUTE RESOLUTION FOR CONSUMERS

If you are a consumer, you have the right to submit a dispute resulting from this contract to the alternative dispute resolution body (for details and ADR entities, please see <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show>). You may proceed so if we decline your complaint or fail to settle it in 30 days from the day of its submission.

SUPERVISION AUTHORITIES

Our activities are supervised by Državni inspektorat Republike Hrvatske, Ulica Pavla Šubića 29, 10000 Zagreb, Croatia.

CODES OF CONDUCT

Our company does not subscribe to any codes of conduct of third parties.

LIABILITY FOR DEFECTS

Liability for defects is inapplicable since our company supplies services and not products.

FUNCTIONALITY, INCLUDING APPLICABLE TECHNICAL PROTECTION MEASURES, OF DIGITAL CONTENT

Technical security is ensured through use of TLS or SSL protocols and in standards required for processing of card payments.

ANY RELEVANT INTEROPERABILITY OF DIGITAL CONTENT WITH HARDWARE AND SOFTWARE

The use of the electronic means of communication requires access to the internet, access to Apps, including platforms and software versions required for use of the mobile applications, enabled JavaScript and Cookies, active e-mail account and possibility to receive and send e-mail messages.

THE COST OF USING THE MEANS OF DISTANCE COMMUNICATION FOR THE CONCLUSION OF THE CONTRACT

The cost is calculated at the basic rate.

WHERE APPLICABLE, THE MINIMUM DURATION OF THE CONSUMER'S OBLIGATIONS UNDER THE CONTRACT

No minimum duration of consumer's obligations under the contract is set.

SAMPLE WITHDRAWAL FORM (to be filled in, cut and sent)

To::
GreenWay Hrvatska d.o.o.,
Ilica 1/A,
10000 Zagreb
greenway@greenway.hr

I hereby give notice that I withdraw from my (framework) contract for the provision of recharging services concluded with your company on _____

Name:
Address:

Signature:
Datum: