

GENERAL TERMS AND CONDITIONS OF CHARGING SERVICES

1. DEFINITIONS

Words and expressions used in these Regulations have the following meaning:

1. **Application** – a mobile application named *ORLEN Charge* which allows Clients to use the Charging Service;
2. **Charge Point / Connector** - a device enabling the charging of a single electric vehicle and a place where the battery used to drive that vehicle is replaced or charged.
3. **Charging Service** – charging the batteries of an electric vehicle and making it possible to use the infrastructure of the Charging Station to perform the charging. The provision of the Charging Service for the needs of a given Charging Session is based on the Charging-Service Provision Agreement;
4. **Charging Service Provider** – an entity operating a Charging Station and providing the Charging Service which covers charging and ensuring the possibility of using the infrastructure of the Charging Station for charging purposes;
5. **Charging Session** - the process of charging the batteries of an electric vehicle ensured by a Charging Service Provider, which starts at the moment of connecting the Client's vehicle to the Charging Station, accepting the Pricelist and selecting the Connector, and ends at the moment of disconnection from the Charging Station or when the batteries are fully charged. A completed Charging Session is subject to a fee calculated as per the Pricelist;
6. **Charging Station** - a building facility comprising a regular voltage or high voltage charge point attached to a building, or a free-standing building facility with one or more regular voltage or high voltage charge points installed and equipped with software for the provision of the Charging Service, including a parking space;
7. **Charging Station Operator** - the entity responsible for the construction, management, operating safety, operation, maintenance and repair of a publicly accessible charging station;
8. **Charging-Service Access Agreement** - an agreement concluded for an indefinite period between ORLEN S.A. and the Client as a result of the Client's correct registration through the IT Portal (Application) and acceptance of the Regulations, entitling the Client to use the charging service at ORLEN S.A. own and partner stations and governing the terms of providing the charging service on the basis of charging service agreements concluded within the framework of individual charging sessions. The Charging-Service Access Agreement, insofar as it relates to the provision of services by electronic means, is an agreement on the provision of services by electronic means and is governed by the Act of 18 July 2002 on the Provision of Digital Services (Journal of Laws of 2020, item 344, as amended);
9. **Charging-Service Provision Agreement** – an agreement concluded for the duration of a particular Charging Session between ORLEN S.A. and the Client. The terms and conditions of providing the Charging Service under the Charging-Service Provision Agreement are governed by the Charging-Service Access Agreement, these Regulations and the Pricelist;

10. **Client** - a natural person, legal person or entity without legal personality which registers on the IT Portal and is assigned a Client Account that makes it possible to use the Charging Service within the ORLEN S.A. network or a partner network;
11. **Client Account** - an account assigned to each Client, which allows, among others, to check the location of the Charging Station, check the availability of the Charging Station, initiate or monitor the charging process, receive detailed information about the Charging Session and information regarding payments and invoices, and change personal data;
12. **Consumer** - a Client who is a natural person performing a legal transaction with the Provider of the Charging Service not directly related to the Client's business or professional activity, as well as a Client who is a natural person concluding a contract with the Provider of Charging Service directly related to the Client's business activity, when the content of this contract indicates that it is not of professional character for this person, resulting in particular from the subject of the Client's business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity;
13. **Digital service** - a service which allows the Consumer to produce, process, store or access digital data or to share digital data which has been transmitted or produced by the Consumer or other users of the service, or which allows other forms of interaction using digital data.
14. **Electronic address / e-mail address / e-mail** - an electronic mail address that allows sending messages through a computer network such as the Internet;
15. **Helpline**—a call-in client service centre, which takes calls at the indicated telephone numbers concerning complaints, reports on damaged charging stations, etc., and provides information on using the Charging Station, the Client Account and the Application;
16. **IT Portal**— IT environment consisting of the registration form, Internet applications and cloud services offered by ORLEN S.A., enabling the Client to perform Charging Sessions at ORLEN S.A. own and serviced partner stations. The IT Portal consists of a mobile application designed for mobile devices;
17. **Network** – ORLEN S.A. own or partner network of Charging Stations, including Own or Partner Stations where electric vehicle batteries can be charged;
18. **Own Network of Charging Stations/Own Network** - Stations for charging electric vehicle batteries where ORLEN S.A. acts as the Charging-Service Provider.
19. **Own Station** – a Charging Station where ORLEN S.A. acts as the Charging-Station Operator and Charging-Service Provider;
20. **ORLEN Capital Group** - ORLEN S.A. and all companies that are directly or indirectly controlled by ORLEN S.A.
21. **Partner Network of Charging Stations/Partner Network** - Charging stations within the framework of Partner Stations allowing the charging of electric vehicle batteries, where ORLEN S.A. acts as the Charging-Service Provider;
22. **Partner Station**—a charging station where an entity collaborating with ORLEN S.A. acts as the Charging-Station Operator and where ORLEN S.A. acts as the Charging-Service Provider;
23. **ORLEN S.A. / ORLEN** – ORLEN Spółka Akcyjna with its registered address in Płock at ul. Chemików7, 09-411 Płock, entered into the Enterprise Register of the National Court

Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000028860, NIP: 774-00-01-454, REGON: 610188201, share capital / paid-up capital: PLN 534,636,326.25;

24. **Pricelist** – available on www.ornencharge.pl and in the ORLEN network, in the Charging Service Pricelist application;
25. **Provision of services by electronic means** - a service provided without the concurrent presence of the parties (i.e. at a distance), through the transmission of data at the individual request of the service recipient, transmitted and received by means of electronic processing devices, including digital compression and data storage devices, which is entirely transmitted and received by means of a telecommunications network within the meaning of the Telecommunications Act of 16 July 2004 (Journal of Laws of 2019, item 2460, as amended);
26. **Website**—a website dedicated to the Charging Service available at www.ornencharge.pl;

2. GENERAL PROVISIONS

1. These Regulations set out the rules for the provision of the Charging Service and the use of electric vehicle charging stations belonging to the ORLEN S.A. network, including Own Stations and Partner Stations, as well as the rules for the provision of services through electronic means, including the types and scope of provided services and the process of registration on the IT Portal.
2. The Charging-Service Access Agreement concluded with the Client is determined by particular provisions of the Regulations and the Pricelist. ORLEN S.A. safeguards the Regulations and the Pricelist and makes them available before the start of the process of registration on the Website, and also makes it possible to obtain, play back and record the Regulations and the Pricelist by means of the Application. Having said this, ORLEN S.A. makes the Regulations available on a durable medium, in an e-mail message confirming the Client's correct registration, sent to the e-mail address provided by the Client when completing the registration form.
3. Clients are required to comply with the provisions of the Charging-Service Access Agreement, the Regulations, instructions placed in visible locations across the Charging Station and, as of the moment of registration, also on the ORLEN S.A. Website.
4. These Regulations comprise the Regulations for the Provision of Electronic Services referred to in Article 8.1.1 of the Act of 18 July 2002 on Rendering Services by Electronic Means (Journal of Laws of 2019, item 123, as amended) governing some services provided by electronic means.

3. TYPE AND SCOPE OF PROVIDED SERVICES

1. ORLEN S.A. provides the Charging Service at its Own Stations and at Partner Stations after the Client's registration on the IT Portal. The list of current locations of electric vehicle charging stations where the Charging Service is provided is available on the IT Portal.
2. At selected Charging Stations the Charging service is provided jointly by ORLEN S.A. and ORLEN Capital Group. The indicated stations are highlighted in the Charging Station name field in the Application.

3. As part of the Charging Service, ORLEN S.A. makes the IT Portal available to the Client, as a result of which the Client has access to the initiation and completion of the Charging Session, IT services, communication services, etc.
4. The Client's registration via the IT Portal is tantamount to the conclusion of a Charging-Service Access Agreement between the Client and ORLEN S.A.
5. The Charging-Service Access Agreement is concluded in order to define the rules of providing the Charging Service at Charging Stations belonging to the ORLEN S.A. network and the rules of providing services by electronic means.
6. The Charging-Service Access Agreement does not impose on the Client any obligation to use the Charging Station nor makes the provision of the Charging Service dependent on the conclusion of a subscription agreement, electric power sale agreement or any other agreement that would obligate the Client to provide periodic services or avail himself of similar obligations.
7. The Charging Service within the framework of individual Charging Sessions is provided on the basis of the Charging-Service Provision Agreement, begins when the Client joins the Charging Service within the framework of a single Charging Session and ends when the Client pays for the Charging Service provided during the course of that Charging Session. The conditions of providing the Charging Service are governed by the Charging-Service Access Agreement, these Regulations and the Pricelist.
8. The Client undertakes and warrants that he shall use Charging Stations exclusively to charge the Client's electric vehicle in accordance with the charging station instruction manual found at each Charging Station and in accordance with the provisions of these Regulations.
9. It is prohibited to use the Charging Station if:
 - a) The vehicle has a defective battery;
 - b) The vehicle has no valid third-party insurance;
 - c) The vehicle transports flammable, caustic, explosive or other similar materials and substances which may pose a threat to people and property;
 - d) The vehicle is not legally authorised for road traffic;
 - e) The vehicle does not have a valid technical inspection certificate.

4. TERMS OF CLIENT REGISTRATION AND CANCELLATION OF THE CHARGING SERVICE

Client registration:

1. To access the Network, the Client is required to register via the IT Portal (Application).
2. Registration procedure:
 - a) The Client fills out the registration form available at www.orlencharge.pl in the Application;
 - b) The Client accepts the Regulations for the Provision of the Charging Service by ORLEN S.A.;
 - c) The Client accepts payment regulations of the cashless payment operator;

- d) The Client validates the ORLEN S.A. e-mail message confirming correct registration; the message containing the confirmation will be sent to the e-mail address provided when filling in the registration form;
3. The Client, who is also an entrepreneur, declares during the course of registration by checking off the appropriate box on the registration form that he is concluding the Charging-Service Access Agreement in connection with his economic or occupational activities.
 4. The Client, who is also a Consumer, declares by filling in the registration form that he requests the provision of the Charging Service to start also before the deadline for withdrawal from the Charging-Service Access Agreement.
 5. The Charging-Service Access Agreement is concluded upon the Client's validation of the ORLEN S.A. e-mail message confirming correct registration.
 6. Prior to the commencement of the Charging Service, ORLEN S.A. provides the Consumer with a confirmation of the conclusion of the Charging-Service Access Agreement in a message sent to the e-mail address provided in the registration form, on a durable medium.
 7. The Client's interruption of the registration process before filling in the form, without sending any data, or failure to validate the e-mail message confirming the registration sent by ORLEN S.A., shall mean that no registration has taken place and that no Charging-Service Access Agreement has been concluded.
 8. The Client is required to provide his payment/credit card particulars before starting the first Charging Session.
 9. The Client undertakes to use the Website and the IT Portal in a manner consistent with the provisions of these Regulations, in particular to properly fill in the registration form, i.e. to provide correct and true data.
 10. By entering data during the registration process, the Client declares that this data is true and correct. The Client may amend the data at any time via the Client Account.
 11. Initiation of the Charging Session is carried out using the Application by selecting the appropriate Connector and by accepting the Pricelist applicable to the given Charging Session.
 12. It is prohibited for the Client to send information and content that is illegal, offensive, incorrect or misleading, as well as content that contains viruses or that may cause disruption or damage to computer systems, in particular through the form available on the IT Portal.
 13. The Client is obliged to immediately inform ORLEN S.A. via the Helpline of a third party having obtained access to the Client Account.

Cancellation of the Charging Service

1. Either party to the Charging-Service Access Agreement may terminate it with immediate effect, for whatever reason, by giving notice of termination, subject to Item 2 below.
2. The Charging-Service Access Agreement concluded with the Consumer may be terminated by ORLEN S.A. only for important reasons restricted to the following:

- a) The Consumer's breach of his obligations under the Agreement or violation of the provisions of these Regulations, with the understanding that the Consumer has not ceased the breach within 30 days from the date of being requested to cease it;
 - b) Actions aimed at infringing or endangering the operation of the IT Portal through which ORLEN S.A. manages individual Own and Partner Charging Stations, provided that the Consumer has not ceased infringing or endangering the operation of the IT Portal within 30 days counting from the date of being summoned to cease these actions and eliminate their effects;
 - c) Changes in law or technical obstacles independent from ORLEN S.A. preventing or significantly hindering ORLEN S.A.'s provision of the Charging Service.
- 3. The Client may submit a notice of termination of the Charging-Service Access Agreement by electronic means - via the Website and on the basis of the form attached as Appendix 1 to these Regulations.
- 4. An effective termination of the Charging-Service Access Agreement is tantamount to resignation from the Charging Service, which results in the permanent removal of the Client Account. ORLEN S.A. reserves that, for technical reasons, the removal of the Client Account may take up to 48 hours after receipt of the Client's notice of termination. Until a permanent removal of the Client Account, the provision of the Charging Service, if used by the Client, shall be carried out according to the hitherto rules as set forth in these Regulations.
- 5. The Consumer has the right to withdraw from the Charging-Service Access Agreement within 14 days of its conclusion without giving a reason.
- 6. The preferred mode of submission by the Consumer of the statement of withdrawal from the Charging-Service Access Agreement is the electronic mode - through the Website. The withdrawal statement may be submitted particularly using the sample form which constitutes Appendix 2 to these Regulations or the sample withdrawal form provided in Appendix 2 to the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2020, item 284, as amended). A withdrawal from the Agreement by electronic mail or by using the model withdrawal form is not obligatory.
- 7. The Consumer who exercises the right to withdraw from the Charging-Service Access Agreement is obliged to pay for Charging Services provided until the withdrawal from the Charging-Service Access Agreement.
- 8. According to Article 38.1.6 of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2020, item 284, as amended), the Consumer does not have the right to withdraw from the Charging-Service Access Agreement concluded in accordance with Item 3.6 of these Regulations.

5. TECHNICAL TERMS OF PROVIDING THE CHARGING SERVICE

- 1. ORLEN S.A. reserves the right to temporarily block the Client Account in case of technical problems in the provision of the Charging Service.
- 2. ORLEN S.A. reserves the right to temporarily suspend the Charging Service at individual or all Charging Stations in case of problems with communication between them and IT systems.

3. ORLEN S.A. may refuse to provide the Charging Service to a Client if this is justified by safety reasons, in particular to protect human life or health or property, and in other cases specified by the provisions of applicable law, or in the case of violation of these Regulations. In each case of refusal to provide the Charging Service to such Client, ORLEN S.A. shall, upon the Client's request, provide the Client with a justification by e-mail stating the reason for the refusal to provide the Charging Service. The Client has the right to claim compensation for the damage caused by the actions of ORLEN S.A. in accordance with the provisions of generally applicable laws.
4. ORLEN S.A. shall notify Clients via electronic communication channels (E-mail, IT Portal) of any Network modernization works or breakdowns.
5. Access to the Charging Service in the Own Network or a Partner Network is possible by using the Application.
6. Technical requirements for the use of the Application:
 - a) A current (non-upgradeable or installed on a mobile device) version of the software (Android or iOS), enabling access to an online application store (including Google Play and AppStore);
 - b) A mobile device compatible with the Application, correctly configured, located within the range of a telecommunications network and equipped with one of the following operating systems:
 - i. Android version 4.4 or later;
 - ii. iOS version 9 or later;
 - c) The Application is installed and correctly configured in the mobile device;
 - d) An active data transmission service properly configured in the mobile device, made available by the telecommunications operator and activated on the mobile device;
 - e) An active email account.
7. Technical requirements for the use of the Website:
 - a) Access to websites – via a web browser;
 - b) An active data transmission service properly configured on the mobile device, made available by the telecommunications operator and activated on the mobile device;
 - c) An active email account.
8. The data on the availability of Charging Stations is presented on the Website and in the Application only for information purposes. This data may turn out to be inaccurate or outdated in the event of technical problems independent of ORLEN S.A. interfering with the operation of the IT Portal or failure of the Charging Station. ORLEN S.A. shall take the necessary steps to remove without undue delay the technical problems or failures and shall make every effort to ensure that presented data is correct and current.
9. Both the system allowing to locate a mobile device through which the use of the Application takes place and the data transmission service provided via a telecommunication network which makes it possible to use some functions of the

Application are services provided by third parties and not by ORLEN (they are not elements of the Application). Consent for the localisation of a mobile device may be revoked at any time by the Client in the settings of the Application. Cancellation of the consent to localise may result in improper functioning of the Application, including the Charging Service.

10. ORLEN has the right to update the Application installed on a mobile device upon the Client's consent. To the extent that updating the Application shall not affect the rules of using the Charging Service or the rules of using the Application, such update does not require amending these Regulations ORLEN S.A. applies a number of security features in the IT Portal, which include protection of the entered data and their safe processing, in particular with regard to transfers of personal information.

6. PRICELIST, PAYMENTS AND SETTLEMENT OF CASHLESS TRANSACTIONS

1. Charging-Service prices applicable at own and partner stations are specified in the Pricelist available on www.orlencharge.pl and in the Application.
2. Starting each Charging Session is tantamount to the Client's acceptance of the Pricelist.
3. The calculation and collection of payment for a completed Charging Session shall take place after the vehicle has been disconnected from the Charging Station. As of that moment, the payment for the completed Charging Service within the framework of a given Charging Session executed on the basis of the Charging-Service Access Agreement and the Pricelist accepted by the Client, becomes due.
4. By accepting the Regulations, the Client agrees to receive electronic invoices and agrees to the following payment rules:
 - a) All fees and charges for provided Charging Services will be collected from the payment/credit card indicated by the Client prior to the Charging Session, through cashless payment operators working with ORLEN S.A.
 - b) Adding a payment card/credit card and its authorisation (amount-free) is performed once before the first Charging Session. During each subsequent Charging Session, the added card is used.
 - c) After the Charging Session is completed, the amount due for the Charging Service is automatically deducted from the Client's card account.
 - d) Electronic invoices for the Charging Service are available in the Client's Account after the Charging Session is over.
 - e) When the attached payment card loses its validity or is cancelled, the Client must register a valid payment/credit card in order to start the charging process. If this obligation is not met, the Client will not be able to start the Charging Session until he registers an active payment/credit card.
 - f) The Client is obliged to assure that the payment card/credit card inserted in connection with the initiation of the Charging Session is valid and not blocked, and that it has sufficient funds to pay for the Charging Service. If it is not possible to charge the card, ORLEN S.A. has the right to demand payment directly from the Client. ORLEN S.A. reserves the right to contact the Client in order to clarify the

status of payment for the Charging Service, for instance if the payment for the Charging Service is not recorded by the ORLEN S.A. IT system.

7. LIABILITY OF THE PARTIES

1. ORLEN S.A. shall not be liable for the lack of possibility of charging an electric car in situations independent of ORLEN S.A., namely due to:
 - a) Malfunction of the Charging Station;
 - b) Malfunction of the IT Portal;
 - c) The Charging Station being used by another Client;
 - d) The Client's violation of the provisions of these Regulations or instructions located at the Charging Station that the Client wishes to use.
2. ORLEN S.A. shall not be liable for the consequences and any damage caused by the Client's misrepresentation made in the course of the registration process.
3. ORLEN is not responsible for the use of the Application by the Client contrary to its intended use and on devices that do not meet the safety rules, necessary for proper use of the Application.
4. ORLEN S.A. shall not be liable for any drop of the charging power below the nominal power during the Charging Session resulting from technical limitations of electric devices or electric vehicle belonging to the Client.
5. ORLEN S.A. shall not be liable for limitations in the availability of the Charging Service caused by Network modernization works.
6. ORLEN S.A. shall not be liable for any third-party use of the Client Account.
7. ORLEN S.A. reserves the right to temporarily block the Client Account when:
 - a) The Client does not comply with the provisions of these Regulations;
 - b) The Client does not comply with the provisions of generally applicable laws;

- in such case, access to the Client Account shall be restored immediately after the Client has ceased to violate and has remedied the consequences of such violations, if this is necessary for the continued use of the Client Account.
8. Clients are prohibited from disconnecting other clients' vehicles from the Charging Station.
9. ORLEN S.A. reserves the right to fine Clients PLN 5,000 each time:
 - a) They damage/destroy Own or Partner Charging Station that is part of the ORLEN S.A. network, or the IT Portal;
 - b) Use Own or Partner Charging Station in a manner that is inappropriate and inconsistent with these Regulations and the rules of using Charging Stations that are part of the ORLEN S.A. network;
 - c) Unjustifiably prevent or restrict the use by other Clients of Own or Partner Charging Station that is part of the ORLEN network.

10. If the contractual penalties stipulated in Item 9 above do not cover damages incurred by ORLEN S.A. or another Charging-Station Operator, ORLEN S.A. reserves the right to claim additional compensation up to the amount of incurred damages, on general terms.
11. In case of other breaches of these Regulations by the Client, in particular failure to comply with obligations set out in Item 3 of these Regulations, the Client shall be liable on general terms.

8. COMPLAINTS AND DEFECT REPORTS

1. Complaints regarding the Charging Service or the Charging Station infrastructure can be made via www.opinie.orlen.pl or the Helpline.
2. The following information is required before a complaint can be considered: name, surname, email address and the reason for the complaint. Complaints not containing the above information shall not be considered.
3. ORLEN S.A. shall endeavour to consider complaints immediately upon their receipt. Consumer complaints shall be considered not later than within 30 days from the date of their receipt by ORLEN S.A. Lack of response from ORLEN S.A. to the Consumer's complaint within the period specified in the preceding sentence shall be deemed as an acknowledgment of the complaint by ORLEN S.A.
4. ORLEN S.A. is required to provide the Consumer with charging service in compliance with the Charging-Service Agreement.
5. If the Charging Service provided by ORLEN S.A. is not in compliance with the Charging-Service Provision Agreement and the Charging Service-Access Agreement, the Consumer has the right to demand a price reduction or to withdraw from the Agreement.
6. The reduced price must remain in such proportion to the price resulting from the Price List in which the value of the Charging Service not compliant with the Charging-Service Provision Agreement and the Charging-Service Access Agreement remains to the value of the Charging Service compliant with the Charging-Service Provision Agreement and the Charging-Service Access Agreement.
7. ORLEN S.A. declares that repair or replacement of the Charging Service is impossible.
8. If ORLEN S.A. has not delivered the Digital Service, the Consumer should call ORLEN S.A. to deliver it. The Consumer shall be entitled to withdraw from the Agreement if, despite the call, ORLEN fails to deliver the Digital Service without undue delay or within an additional period expressly agreed by the parties.
9. The Consumer may withdraw from the Agreement without calling ORLEN to provide the Digital Service if:
 - 9.1. It is clear from ORLEN's statement that ORLEN shall not deliver the Digital Service; or
 - 9.2. The Consumer and ORLEN have agreed, or it is clear from the circumstances of the conclusion of the Charging-Service Access Agreement that a specific date for the delivery of the Digital Service was of material importance to the Consumer and ORLEN has not delivered the Digital Service within that date.
10. If the Digital Service is inconsistent with the Charging-Service Access Agreement, the Consumer may request that it be made consistent with that Agreement.

11. ORLEN may refuse to make the Digital Service consistent with the Charging-Service Access Agreement only if making the Digital Service consistent with the Agreement is impossible or would require excessive costs for ORLEN S.A.
12. ORLEN shall make the Digital Service consistent with the Charging-Service Access Agreement at its own expense and within a reasonable time, but no later than within 14 days from the moment it learns from the Consumer about the lack of consistency with that Agreement and without excessive inconvenience for that Consumer. In the event that the making of the Digital Service consistent with the Charging-Service Access Agreement should exceed the time limit set out in the preceding sentence, ORLEN shall inform the Consumer without delay of the risk of exceeding this time limit by indicating the final date for making the Digital Service consistent with the Charging-Service Access Agreement. At that time the Consumer shall have the choice of agreeing to the Digital Service being made consistent with the Charging-Service Access Agreement within an additional final deadline or submitting a declaration of withdrawal from the Agreement.
13. The making of the Digital Service consistent with the Charging-Service Access Agreement shall take into account the nature and purpose for which the Digital Service is used.
14. The consumer may submit a declaration of withdrawal if:
 - 14.1. Making the Digital Service consistent with the Charging-Service Access Agreement is impossible or too costly;
 - 14.2. ORLEN has failed to make the Digital Service consistent with the Charging-Service Access Agreement as per clause 12 above;
 - 14.3. The inconsistency of the Digital Service with the Charging-Service Access Agreement persists despite ORLEN's attempts to eliminate it make the Digital Service consistent with that Agreement;
 - 14.4. The inconsistency of the Digital Service with the Charging-Service Access Agreement is significant enough to justify withdrawal from that Agreement without the Consumer first exercising the request referred to in clause 10 above;
 - 14.5. It is clear from ORLEN's statement or the circumstances that ORLEN shall not make the Digital Service consistent with the Agreement within a reasonable time or without undue inconvenience for the Consumer.
15. The Client shall be informed about the outcome of the complaint processing by e-mail sent to the e-mail address provided in the registration form.
16. Consumers have the right to use out-of-court methods of processing complaints and asserting claims. Information on these possibilities and the rules of accessing these procedures are available at the offices and on the websites of district (municipal) consumer advocates, non-governmental organisations whose statutory tasks include consumer protection, Provincial Commercial Inspectorates and at the website of the Office for Competition and Consumer Protection: www.uokik.gov.pl.

9. PERSONAL DATA

In fulfilling the legal obligation imposed on data controllers by Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of

individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "GDPR":

1. ORLEN S.A. with its registered address in Płock at ul. Chemików 7 (hereinafter "ORLEN S.A.") informs that it is the controller of the Client's personal data. Contact phone numbers to the data controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. The following e-mail address is used to contact the Data Protection Inspector at ORLEN S.A: *daneosobowe@orlen.pl*. The Data Protection Inspector may also be contacted by writing to the address of the ORLEN S.A. registered office indicated in item 9.1, with an annotation "For the Data Protection Inspector".
3. Personal data is processed for the following purpose:
 - a) To conclude and perform the Agreement in terms of the access to and provision of the Charging Service, to which the Client is a party, or to take action at the request of the data subject before the conclusion of the Agreement, including in particular the creation of an Account and authentication of the Client;
 - b) To handle complaints and requests and to answer questions;
 - c) To assist, investigate and defend in case of mutual claims;
 - d) To fulfil legal obligations imposed on ORLEN S.A. related to payment of taxes, including maintenance and storage of tax books and documents related to the maintenance of tax books and storage of accounting records as required by taxation regulations (Tax Law, Value Added Tax Act, Corporate Income Tax Act) and accounting regulations (Accounting Act), and to fulfil the obligation imposed on Obligated Institutions under the Act on Money Laundering and Terrorist Financing Countermeasures;
 - e) To market ORLEN S.A. products and services;
 - f) If the Client agrees to be contacted by telephone or by means of electronic communication, to inform him about ORLEN's offers and products.
4. The legal basis for the processing of personal data by ORLEN S.A. for the purposes indicated in Item 3 above:
 - a) GDPR Article 6(1)(b) - performing an agreement to which the Client is party or in order to take steps at the request of the data subject prior to entering into a contract;
 - b) GDPR Article 6(1)(c) - fulfillment of legal obligations incumbent on ORLEN S.A., i.e. compliance with obligations imposed by law;
 - c) GDPR Article 6(1)(f) –legitimate interests of ORLEN S.A., namely the assistance, investigation and defence in case of mutual claims as well as marketing of ORLEN S.A. products and services;
 - d) GDPR Article 6(1)(a) -the data subject has given consent to the processing of his or her personal data for one or more specific purposes.
5. The provision of personal data is voluntary but necessary to the conclusion and performance of the Charging-Service Access Agreement and the Charging-Service Provision Agreement.

6. The Client's personal data is processed throughout the term of the Agreement until its termination and thereafter for the period specified by law and internal regulations, not shorter than until the expiry of claims resulting from the Agreement between ORLEN S.A. and the Client. If additional consents have been provided, personal data shall be processed until their withdrawal.
7. Personal data may be disclosed by ORLEN S.A. to cooperating entities (recipients), in particular to the cashless payment operator in order to register the payment card and to handle and settle transactions made by the Client, to the IT system provider, and to entities providing letter and parcel delivery services, legal and debt collection services, accounting and bookkeeping services, and invoicing and archiving services.
8. Client rights related to the processing of personal data:
 - a) The right to access the content of Client data;
 - b) The right to rectify personal data;
 - c) The right to delete personal data or to restrict its processing;
 - d) The right to transfer data, i.e. the right to receive personal data from ORLEN S.A. in a structured, commonly used machine-readable IT format. The right to transfer personal data is only applicable to data processed under an agreement concluded with the Client;
 - e) The right to protest - in cases where ORLEN S.A. processes personal data for the ends of its legitimate interests; the protest may be expressed in view of a special situation to the following e-mail address: *daneosobowe@orlen.pl* or to the address of ORLEN S.A.'s registered office with an annotation "To the Data Protection Inspector";
 - (f) The right to complain to the President of the Personal Data Protection Office.
9. Consent granted by the Client can be withdrawn at any time, e.g. by sending an e-mail to the address: *daneosobowe@orlen.pl*, or by post to the address of ORLEN S.A.'s registered office with an annotation "To the Data Protection Inspector". Withdrawal of consent does not affect the legality of the processing or transmission of commercial information, which has taken place on the basis of that consent before its withdrawal.

10. CONCLUDING PROVISIONS

1. The Charging-Service Access Agreement is concluded for an indefinite period and is governed by Polish law.
2. All disputes that may arise in connection with the performance of the Charging-Service Access Agreement will be settled by the court with jurisdiction over the registered address of ORLEN S.A. This does not apply to Agreements concluded with Consumers, where all disputes which may arise in connection with the performance of the Charging-Service Access Agreement shall be resolved by the court with jurisdiction determined under generally binding laws.
3. The validity of the Charging-Service Access Agreement shall not be affected by any of the provisions of these Regulations being or becoming invalid; the Agreement shall remain intact in the remaining part. This does not apply to Agreements concluded with Consumers.

4. Client's transfer of rights and obligations under the Charging-Service Provision Agreement requires prior written consent of ORLEN S.A.
5. ORLEN S.A. reserves the right to amend these Regulations in justified cases and to the necessary extent, resulting from an important reason justifying the amendment, i.e. exclusively because of:
 - a) The need to adjust the Regulations to legislative changes;
 - b) Issuance by an authorized institution or court of recommendations, orders, decisions or judgments that require an amendment of the Regulations;
 - c) The need to ensure a safe operation and use of the Charging-Station Network, as well as changes in technical requirements related to the use of the Charging-Station Network;
 - d) The need to adapt these Regulations to best practices of providing services by electronic means or extending or modifying the functioning of the IT Portal;
 - e) Introduction of a fee for providing the Charging Service;
 - f) Introduction of a new or extended offer, and changes in the provision of the Charging Service.
6. These Regulations are available in two language versions - Polish and English.
7. These Regulations come into effect on **03.07.2023**.
8. Amendments of these Regulations are effective for Clients who do not waive the services within 30 days after the information about the introduction of these amendments. The expression of non-consent to the amendment of these Regulations is equivalent to the termination of the Charging-Service Access Agreement. Amendments of these Regulations are made in accordance with Item 2.2 thereof.
9. ORLEN S.A. reserves the right to make changes to the Website and the registration form at any time, to limit the availability of the service temporarily or permanently, and to withdraw the service completely.
10. ORLEN S.A. applies a code of ethics titled *The Values and Rules of Conduct of ORLEN S.A.*, which is available at www.orken.pl.
11. Communication with Clients shall be carried out in electronic form, by means of the Client Account or e-mail address provided in the registration form or by telephone via the Helpline.
12. Matters not covered in these Regulations shall be governed generally binding laws, including the Civil Code of 23 April 1964 (Journal of Laws of 2019, item 1145, as amended) and the Act on the Provision of Electronic Services of 18 July 2002 (Journal of Laws of 2020, item 344, as amended).

Appendix 1 to the Charging-Service Provision Regulations

Place and date

First and last name

Address

Client number

ORLEN S.A.

ul. Chemików7

09-411 Plock

Correspondence address:

ORLEN S.A.

ul. Bielańska 12

00-085 Warsaw

**NOTICE OF TERMINATION
OF THE CHARGING-SERVICE ACCESS AGREEMENT**

I hereby declare that I terminate the Charging-Service Access Agreement concluded on _____ with immediate effect.

Client's signature

Appendix 2 to the Charging-Service Provision Regulations

Place and date

First and last name

Address

Client number

ORLEN S.A.

ul. Chemików 7

09-411 Plock

Correspondence address:

ORLEN S.A.

ul. Bielańska12

00-085 Warsaw

**DECLARATION OF WITHDRAWAL
FROM THE CHARGING-SERVICE ACCESS AGREEMENT**

I hereby declare that, as a consumer, pursuant to Article 27 of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2020, item 287, as amended), I withdraw from the Charging-Service Access Agreement concluded on _____.

Client's signature