

TERMS AND CONDITIONS OF PROVISION OF ELECTRONIC SERVICES - ENELION APPLICATION AND PARTNER PORTAL

[version of 23.03.2023]

1. INTRODUCTION

- 1.1. These Terms and Conditions apply to the services provided through the Enelion app and the portal.enelion.com website provided by Enelion.

2. DEFINITIONS

- 2.1. **Application** or **Enelion** - a mobile application called Enelion, owned and developed by Enelion, which enables the use of the Services via an End Device. The application is made available to users in the SaaS (*Software as a Service*) model.
- 2.2. **Enelion** - Enelion sp. z o.o. with its registered office in Gdańsk, ul. Pana Tadeusza 50, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS number: 0000547074, tax ID (NIP): 5833176978, share capital: PLN 13,200; e-mail address: <https://enelion.com/>
- 2.3. **Consumer** - a natural person making a legal transaction with a trader which is not directly related to their economic or professional activity.
- 2.4. **Partner** - an entrepreneur who sold the Charging Station to the User or installed the User's Charging Station.
- 2.5. **Enelion Partner Portal** - an account set up by Enelion for Enelion counterparties.
- 2.6. **Portal** - website portal.enelion.com
- 2.7. **Technical Maintenance** - a service window scheduled for maintenance or upgrade work, during which the availability of the Application may be interrupted.
- 2.8. **Charging station:**
- 2.8.1. a building facility comprising a standard-powered charging point or a high-powered charging point, associated with the building facility and equipped with software enabling the provision of the Charging Service, together with a parking stand;

or

- 2.8.2. a free-standing building with at least one standard-power charging point or a high-power charging point installed, equipped with software enabling the provision of the Charging Service, together with a parking stand.
- 2.9. **Contract** - the contract concluded between Enelion and the User on the use of the Services by the User, whose general provisions are set out in these Terms and Conditions.
- 2.10. **Services** - any services provided to you directly by Enelion through the Application and the Website.
- 2.11. **End Device** - a telecommunications device intended to be connected directly or indirectly to the Internet, enabling the use of the Services.
- 2.12. **User** - means both the Partner and the End User.
- 2.13. **End User** - an adult natural person of full legal capacity or a legal person or an organisational unit not being a legal person to which the Act grants legal capacity, being the owner or holder of a Charging Station, using the Services in accordance with the rules specified in the Terms and Conditions.

3. **GENERAL PROVISIONS**

- 3.1. These Terms and Conditions apply to the terms and conditions for the use of the Application or Enelion Partner Portal in Software-as-a-Service mode and for the provision of other services related to the Application or Enelion Partner Portal.
- 3.2. Enelion provides the Services through the Application or the Enelion Partner Portal on the basis of these Terms and Conditions. The User is obliged to read the content of these Terms and Conditions **before** activating their account on the Portal or the Application.
- 3.3. These Terms and Conditions set out:
 - 3.3.1. terms and conditions of Service provision;
 - 3.3.2. types and scope of Services;
 - 3.3.3. terms and conditions for the conclusion and termination of contracts for the provision of the Services;
 - 3.3.4. complaint procedure;
 - 3.3.5. rights and obligations of the Users.
- 3.4. The current Terms and Conditions are made available free of charge by Enelion in the Application or on the Portal in a manner that enables the User to obtain, display and record the content of the Terms and Conditions at any time.
- 3.5. Archived versions of the Terms and Conditions are available at <https://enelion.com/>
- 3.6. The user can contact Enelion via the email address: support@enelion.pl.
- 3.7. The application is available in English.

3.8. It is prohibited to use the Application or the Portal in a manner contrary to the provisions of these Terms and Conditions, applicable laws, good manners and principles of social co-existence, as well as to provide unlawful content by the User via the Application or the Portal.

4. **TECHNICAL REQUIREMENTS FOR WORKING WITH THE ENELION APPLICATION OR ENELION PARTNER PORTAL**

4.1. The Enelion app is dedicated to devices running iOS (version 12.4 and higher), Android (version 8.0 and higher) and HarmonyOS (version 1.0 and higher).

4.2. The Enelion app can be downloaded using the AppStore or Google Play mobile app shop or the Huawei AppGallery.

4.3. The application is available to registered End Users.

4.4. In order to use the Services provided electronically via the Application or Portal, the following minimum technical requirements have to be met on the User's side:

4.4.1. an End Device with Internet access that enables the installation of the Application and the correct display of its interface or the display of the Website,

4.4.2. an active electronic mail (e-mail) account and telephone number.

4.5. The User is responsible for obtaining network access necessary to use the Application or the Portal, and they are also responsible for any rates and charges levied by the mobile network operator, including for the use of the Application or the Portal. The User is also responsible for access to compatible devices and operating systems necessary to use the Application or the Portal, including any software or hardware updates.

4.6. **Helpdesk.** Enelion can be contacted about the Application or the Website via the following email address: support@enelion.pl. If the User's report concerns an error in the Application or the Portal, the User shall describe the error as far as possible so that it can be rectified immediately.

4.7. Enelion shall take all possible measures to ensure the proper functioning of the Application and the Portal. In order to maintain, upgrade or update the Application or the Portal, Enelion has the right to schedule Technical Maintenance to access the Application or the Portal. Information on planned Technical Maintenance will be forwarded to the registered e-mail address.

4.8. The use of the Application and the Portal involves risks and dangers associated with the Internet, such as the possibility of breaching the security of the User's End Device in order to illegally obtain personal data or other data and information, the installation of malicious software, the acquisition by an unauthorised person of data related to the User's use of the Service. Enelion advises Users to be cautious and to use appropriate protection measures (e.g. malware protection software, firewall, ongoing updating of software to the latest version).

5. **SERVICES**

1. The Services provided by Enelion consist of:

1.1.1. making the Application available to End Users to operate the Charging Station;

1.1.2. providing the Partner Portal to manage the installation and monitor the operation of the Charging Station.

1.2. Users may use the Application or the Portal as registered users (created account).

1.2.1. Enelion Partner Portal

1.2.1.(a) To register an account, the Partner receives an email from Enelion together with a registration link, which enables the Portal Partner to set a unique password and activate the account.

1.2.1.(b) The account is active once it has been activated. Activation consists of verifying the correctness of the e-mail address entered by the User by sending an e-mail with a code enabling confirmation of the data entered.

1.2.1.(c) The Partner can:

1.2.1.(c)(i) add accounts for their employees - the Partner can add accounts for their employees assigned to specific roles: distributor, installer-admin, installer;

1.2.1.(c)(ii) add installers;

1.2.1.(c)(iii) add orders for the installation of equipment - the order contains the details of the user of the Charging Station, the location of installation of the Charging Station, the details of the Charging Station and the details of the installer to whom the order will be assigned;

1.2.1.(c)(iv) register the Charging Stations by assigning a specific Charging Station to the End User;

1.2.1.(c)(v) monitor the operation of the Charging Station, i.e. the current status of the Charging Station and the error history of the Charging Station.

1.1.1.(a) The Partner may only add data of End Users who have agreed to receive commercial information from Enelion on the Portal.

1.1.2. User account

1.1.2.(a) The end user can create an account on the Application via the Application.

1.1.2.(b) Creating an account on the Application requires the End User to provide a telephone number and email address via a form available in the Application.

- 1.1.2.(c) The account is active once it has been activated. Activation consists of verifying the correctness of the e-mail address and phone number entered by the User by sending an e-mail and text message with a code enabling confirmation of the data entered.
- 1.1.2.(d) Upon activation of the account in the Application, an Agreement valid indefinitely is concluded between Enelion and the End User.
- 1.1.2.(e) Through the Application, the User can:
 - 1.1.2.(e)(i) launch the Charging Station remotely (from the App);
 - 1.1.2.(e)(ii) set the operating schedule for the Charging Station;
 - 1.1.2.(e)(iii) remotely control the 230 V socket at the Charging Station, including remote locking and unlocking of the socket;
 - 1.1.2.(e)(iv) remotely reset the Charging Station;
 - 1.1.2.(e)(v) change the access authorisation mode to the Charging Station - the user can select the “freecharge” mode or the “RFID card only” mode, which requires the use of a pre-added RFID card to start charging;
 - 1.1.2.(e)(vi) add RFID cards to the list of those accepted by the Charging Station;
 - 1.1.2.(e)(vii) view energy consumption reports by accessing annual and monthly graphs of the Charging Station electricity consumption;
 - 1.1.2.(e)(viii) view the history of charging sessions including charging duration, start and end times, electricity consumed and average charging power;
 - 1.1.2.(e)(ix) view details of the installed Charging Station, such as station serial and model numbers, total station operating time, total electricity consumed by the station
- 1.1.2.(f) The End User is obliged not to make the login data for the Application available to third parties and, in the event of becoming aware of unauthorised access to the account by a third party, to inform Enelion immediately.

1.2. **Account management in the App:**

- (a) As part of the available Account functions, the Application or the Portal may send functional messages and notifications regarding changes in the use of the Services, as well as commercial information sent by Enelion or Enelion Partners, with prior consent of the End User.
- (b) A panel is available within the Account to view a summary of the statistics on the use of the Charging Station. The available statistics relate to the energy consumption of the Charging Station and are

presented in monthly and annual reports. A history of charging sessions is also available, which includes information on the duration of the sessions, their start and end times, the electricity consumed and the average charging power.

2. FEES

- 2.1. Enelion provides the Services through the Application free of charge.

3. AGREEMENT TERMINATION AND WITHDRAWAL

- 3.1. The End User may delete their account in the Application or on the Portal at any time, through the Application or, in the case of the Portal, by contacting Enelion. Deletion of the account in the Application is equivalent to the termination of the Agreement.
- 3.2. In the case of registration of an account in the Application, the User-Consumer may withdraw from the Agreement without giving reason within 14 days from the date of registration of the account. The User-Consumer withdraws from the Agreement by:
- 3.2.1. deleting the account via the Application;
- 3.2.2. using the template withdrawal form, attached as Appendix 1 to the Terms and Conditions.
- 3.3. Sending the declaration referred to in section 3.2.2 to Enelion or deleting the account in the Application shall be sufficient to meet the withdrawal deadline.
- 3.4. Withdrawal from the Agreement or deletion of the account in the Application shall be free of any costs on the part of the User.

4. BLOCKING AND DELETING THE ACCOUNT

- 4.1. Enelion reserves the right to block a User's account as a result of a breach of these Terms and Conditions. Enelion will inform the User of any blocking of the User's account and the reason for it by email.
- 4.2. Enelion reserves the right to delete the User's account and to block the User's ability to re-create an account using previously provided personal data in the event of a gross violation of these Terms and Conditions by the User.
- 4.3. Enelion reserves the right to delete on an ongoing basis the accounts of Users who show no activity after a period of 2 years from the date of their last activity.

5. LIABILITY

- 5.1. Enelion shall not be liable for the malfunctioning of the Application or the Website or the inability to access selected functions of the Application or the Website due to the technical condition and operation of the User's vehicle or End User Equipment.
- 5.2. Enelion's liability for any damage caused by the use of the Application or the Portal, whether in contract or tort, is excluded.

6. COMPLAINTS

- 6.1. The User has the right to make a complaint about the Services provided through the Application or the Portal.
- 6.2. Complaints should be submitted by e-mail to: support@enelion.pl.
- 6.3. Complaints should contain an accurate description of the subject of the complaint.
- 6.4. Enelion will process the complaint within 14 days.
- 6.5. In the event of any deficiencies of the complaint, Enelion shall request the registered User to remedy them within 7 days from the date of receipt of the request by the registered User.

7. AMENDMENT OF THE TERMS AND CONDITIONS.

- 7.1. Enelion reserves the right to amend these Terms and Conditions.
- 7.2. Enelion will inform the User of any change to the Terms and Conditions by email, indicating the content of the amended Terms and Conditions and their effective date.
- 7.3. If the User does not agree to the change of the Terms and Conditions, the User may stop using the Application or the Portal or delete the account on the Application or the Portal.

8. FINAL PROVISIONS

- 8.1. The law applicable to contracts for the provision of Services shall be Polish law, unless the User is a consumer and their habitual residence is within the European Union and the law in the place of the consumer's habitual residence provides a higher level of protection, in which case the relevant provisions of the law of their habitual residence shall apply.
- 8.2. Consumers can make use of out-of-court complaint and redress procedures by submitting their complaint via the EU ODR web application, available at: <http://ec.europa.eu/consumers/odr/>
- 8.3. Any dispute arising between Enelion and the User who is not a consumer shall be submitted to the jurisdiction of the common court having jurisdiction over the seat of Enelion.
- 8.4. No part of these Terms and Conditions may be reproduced or published without consent of Enelion.