



Charging Services Terms and Conditions

§ 1

GENERAL PROVISIONS

1. These Terms and Conditions define the rules for providing Charging Services at charging stations to the User by the Charging Service Provider, TAURON Nowe Technologie Spółka Akcyjna with its registered office in Wrocław, Plac Powstańców Śląskich 20 (53-314 Wrocław), entered in the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number: 0000141756, NIP: 8991076556, REGON: 930810615 (hereinafter TNT S.A.).
2. The Terms and Conditions define the rules and conditions for the User's use of the Charging Service via the eTAURON Application, RFID Carrier, or via the eTAURON website – ad-hoc payment (Website).
3. The Charging Service is available exclusively at stations indicated in the eTAURON Application or on the website at: <https://zaplac.etauron.tauron.pl/>.
4. Detailed information related to the Service is provided at the email address support@etauron.tauron.pl and via the helpline number +48 571 665 666.
5. These Terms and Conditions also constitute the terms and conditions for the provision of electronic services referred to in Article 8(1) of the Act of 18 July 2002 on the provision of electronic services (consolidated text: Journal of Laws of 2024, item 1513, as amended) with respect to certain services provided electronically.
6. The personal data controller is TAURON Nowe Technologie S.A. with its registered office in Wrocław. Information regarding the processing of personal data is available in the Privacy Policy section located at the bottom of the page at: eTAURON | TAURON.
7. These Terms and Conditions are made available free of charge to every User prior to concluding the Agreement in the eTAURON Application or before starting the Charging Service on the Website, and upon request, it is possible to obtain, reproduce, and record the content of the Terms and Conditions via the eTAURON Application and the Website.
8. The User may use the Charging Service only after prior review and acceptance of the Terms and Conditions and the Privacy Policy. Lack of acceptance of the Terms and Conditions or the Privacy Policy by the User means resignation from using the Charging Service. In the case of a User who is not a Consumer, it is deemed that no later than at the time of starting to use the Charging Service, the User has read and accepted the content of the Terms and Conditions and the Privacy Policy without reservations.
9. The User is obliged to comply with the provisions of the Agreement, the Terms and Conditions, and the instructions posted on the charging infrastructure, on the Website, and in the eTAURON Application.



§ 2 DEFINITIONS

Subject to the terms defined in the content of these Terms and Conditions, the following meanings shall apply:

1. **eTAURON Application** – a mobile application or WEB application (eTAURON | TAURON) under the name eTAURON enabling Users to use Charging Services;
2. **Website** – the website of TAURON Nowe Technologie Spółka Akcyjna with its registered office in Wrocław at <https://zaplac.etauron.tauron.pl/> enabling the User to use the Charging Service;
3. **Private Price List** – a price list established by the Operator for a selected group of Users or group of Charging Stations, where prices may differ from those in the Public Price List;
4. **Public Price List** – a list of prices for using the Charging Service for a given Charging Station, divided by days of the week and hours applicable for each Charging Station. The amount of prices referred to in the previous sentence is determined by the Operator or the eTAURON System Administrator. The Public Price List also contains information on the availability of a given Charging Station on specific days and hours. The Public Price List is made available in the eTAURON Application and on the Website;
5. **Dynamic Price** – the rate for the Charging Service, which may change at specified time intervals (e.g., hourly) depending on market conditions, network load, or other factors. The current price applicable at any given time is displayed on www.zaplac.etauron.tauron.pl;
6. **Fixed Price** – the rate for the Charging Service specified in the Price List, which remains unchanged over time, regardless of the time of day or network load. The Fixed Price applies at all hours and is published on www.zaplac.etauron.tauron.pl;
7. **Charging Service Provider (hereinafter: Provider)** – an entity responsible for providing the Charging Service, including charging and ensuring the possibility of using the Charging Station infrastructure for charging purposes, and publishing on its website information about the price of the charging service and the conditions of its provision;
8. **Electronic Communication Channels** – means of remote communication used to contact the User, in particular email, telephone contact, or messages generated within the “Push” function of the eTAURON Application;
9. **Consumer** – a consumer is considered a natural person performing a legal act with an entrepreneur not directly related to their business or professional activity;
10. **User Account** – an account assigned to each User, which allows, among other things: checking the location of Charging Stations, checking the availability of Charging Stations, initiating the charging process or monitoring the charging process, receiving detailed information about the Charging Session, payment and invoice information, as well as the ability to change personal data;
11. **RFID Carrier** – a tool enabling the User to use the Charging Service, using RFID (Radio Frequency Identification) technology;
12. **Charging Station Operator (hereinafter: Operator)** – an entity responsible for the construction, management, operational safety, operation, maintenance, and repairs of a publicly accessible charging station;
13. **Fee** – the fee for charging, the amount of which depends on the Charging Station, Fleet Profile, type and duration of charging, resulting from the Public Price List or Private Price List. The amount of the Fee may also be influenced by other factors determined independently by the Operator;



14. **Parking Fee** – a fee for leaving the Vehicle in the Charging Station area, resulting from the Public Price List or Private Price List;
15. **Vehicle** – a personal transport device (bicycle, electric skateboard or scooter) or an electric or hybrid car, which, in accordance with the Charging Station operating instructions and the provisions of these Terms and Conditions, may be connected to the Charging Station for charging and has appropriate functionalities enabling charging;
16. **Privacy Policy** – a document regulating the security of privacy protection and the processing of Users' personal data;
17. **Fleet Profile** – a system functionality allowing payment sharing by a group of Users under the conditions specified in the eTAURON Application;
18. **Technical Break** – a break in the provision of the Service due to the need to carry out repair, maintenance, or modernization works, or a break in the availability of the Application preventing or hindering the use of the Service;
19. **Charging Service Provider Network** – the power and telecommunications infrastructure enabling the charging of an electric vehicle battery at charging stations belonging to the Charging Service Provider's network, including own stations and partner stations managed by TNT S.A.;
20. **Force Majeure** – an event that could not have been foreseen with the diligence required in professional relations, which is external to both TNT S.A. and the User, and which they could not resist while exercising due diligence;
21. **Charging Station (hereinafter: Station)** – a construction device comprising at least one normal power charging point or a high-power charging point, associated with a building structure or a freestanding building structure with at least one normal power charging point or a high-power charging point installed, equipped with software used to provide Charging Services, along with parking spaces;
22. **Agreement** – an obligation between TNT and the User for vehicle Charging Services, concluded for an indefinite period under the rules set out in these Terms and Conditions, which is formed upon proper registration of the User via the eTAURON Application or Website and acceptance of the Terms and Conditions entitling the User to use the Charging Service, or an obligation between TNT and the User for vehicle Charging Services, concluded for the duration of a one-time Charging Service under the rules set out in these Terms and Conditions, which is formed upon acceptance of the Terms and Conditions entitling the User to use the Charging Service via the Website;
23. **Mobile Device** – a device that allows downloading and installing the eTAURON Application, equipped with location services and an Internet connection;
24. **Charging Service** – a comprehensive service consisting of the supply of energy involving charging the battery of an electric or hybrid vehicle with electric current using the charging station infrastructure, and making it available. The provision of the Charging Service takes place on the basis of a Charging Service Agreement;
25. **Ad Hoc Charging Service** – a one-time charging service performed by the User without the need for registration via the Website;
26. **User** – a natural person, legal person, or organizational unit without legal personality but having legal capacity under the law, who registers via the eTAURON Application and is assigned access to a User Account enabling the use of the Charging Service within the eTAURON Application, or who uses the Charging Service via the Website.



27. National e-Invoice System (KSeF) – an IT system operated by the tax administration enabling the issuance, acceptance, storage and receipt of structured invoices in accordance with the Value-Added Tax Act.

§ 3

CONDITIONS FOR PROVIDING THE SERVICE

1. In order to use certain Services provided electronically within the eTAURON Application and via the Website, the following minimum technical requirements must be met on the User's side:
 - a. a device with Internet access, and in the case of using the Service via the eTAURON Application – enabling installation of the eTAURON Application or access to a web browser and proper display of the panel or application interface, as well as an active email account,
 - b. an active mobile phone number.
2. The mobile application can be downloaded from the AppStore (for iOS) or Google Play (for Android). The eTAURON mobile application ensures compatibility with iOS or Android systems no older than two versions prior to the latest official version of the system.
3. Upon installation of the eTAURON mobile application, TNT S.A. grants the User, under the terms specified in these Terms and Conditions, a non-transferable, non-exclusive, revocable, and territorially unlimited license to use the application for personal, non-commercial purposes only, exclusively within the functionalities of the application, without the right to sublicense. The license is granted for the duration of the User's Account. Unless otherwise stated, all subsequent versions, updates, or other functionality enhancements of the application shall be subject to this license. Under the granted license, the User is entitled to use the Application by downloading, installing, applying, and displaying it to the extent necessary to use it in accordance with its intended purpose. Upon termination (expiration, cessation) of the agreement for the use of the Mobile Application, the granted license expires. The Application is made available on an "as is" basis, without the User's right to request modifications to the application.
4. Use of the eTAURON Application is free of charge, subject to possible data transmission costs arising from agreements concluded by the User with telecommunications operators or other Internet providers or from other agreements related to such data transmission.
5. It is prohibited to use the eTAURON Application and services in a manner contrary to the provisions of these Terms and Conditions, applicable law, good practices, and principles of social coexistence.
6. TNT S.A. does not post offers submitted in electronic form within the eTAURON Application.
7. TNT S.A. reserves all rights to the services and the eTAURON Application not expressly granted to the User under the Agreement. The Agreement does not allow the User, in particular, to:
 - a. reproduce, distribute, lend, dispose of, or otherwise redistribute the eTAURON Application, whether for payment or free of charge, bypassing TNT S.A.,
 - b. modify, perform reverse engineering, or otherwise interfere with the eTAURON System software,
 - c. use and develop TNT S.A.'s intellectual property to create own products and services,
 - d. use TNT S.A.'s intellectual property for unlawful purposes or to the detriment of TNT S.A. Any behavior meeting the above criteria will be treated as a gross violation of the Agreement terms.
8. The User's behavior indicated in §3 item 7 entitles the Service Provider to terminate the agreement immediately by sending a statement via email correspondence, in accordance with



§5 item 2. Technical changes introduced by TNT S.A. in the eTAURON Application that prevent the use of basic application functions entitle the User to terminate the agreement with immediate effect.

§ 4

REGISTRATION FOR THE SERVICE AND CONCLUSION OF THE CHARGING SERVICE AGREEMENT

1. Use of the Charging Service is possible via the eTAURON Application or RFID card for Users who register their account.
2. Use of the Charging Service is also possible via the Website, and access to the Service is available to Users without the need for registration.
3. When creating an Account via the eTAURON Application, the User follows the registration procedure provided within the eTAURON Application. Creating an Account through registration in the eTAURON Application requires an active email account.
4. The Service is available only to adult natural persons with full legal capacity and to legal persons and organizational units without legal personality but having legal capacity under the law.
5. The steps required for registration include:
 - a. completing the registration form available in the eTAURON Application by the User,
 - b. acceptance by the User of the Terms and Conditions for providing Charging Services by TNT S.A.,
 - c. acceptance by the User of the Privacy Policy,
 - d. acceptance by the User of the payment regulations of the cashless payment operator,
 - e. confirmation by the User of the email message sent by TNT S.A. confirming successful registration (does not apply to Users logging into the eTAURON Application via an account registered in other available domains such as Google, Facebook, or Apple ID).
6. The eTAURON Application functionality allows logging into the application via an account registered in selected domains indicated in the application. Logging into the Application via an account created in another domain and accepting the Terms and Conditions simultaneously results in the creation of an Account in the eTAURON Application.
7. The functionality of the eTAURON Application includes, among others, creating a private profile and a fleet profile, starting and ending charging, displaying the fee per billing unit before starting charging. Within the User Account, via the web application, a panel is available enabling the review of usage statistics of the eTAURON Application, including the last charging session, expenses, and most frequently used Stations.
8. Upon creating an Account, an Agreement for an indefinite period is concluded between TNT S.A. and the User. Creating an Account is equivalent to the User's declaration that they meet the conditions specified in §4 item 4 of the Terms and Conditions, as well as the User's commitment to bear responsibility towards TNT S.A. for any damages resulting from making a false declaration or related to such an event.
9. In the case of registration involving completion of the registration form available in the eTAURON Application, an email message confirming registration is sent by eTAURON. Confirmation by the User of the sent message results in the conclusion of the Charging Service Agreement.
10. Interruption by the User of the registration process before completing the form, without sending data or without confirming the email message sent by the eTAURON Application confirming



registration, means no registration and no conclusion of the Agreement for access to the Charging Service.

11. The User is responsible for what happens on their Account and through it (unless the Account was taken over in a manner not attributable to the User who is a Consumer).
12. The User may not share the Account with third parties and is responsible for keeping their login and password provided during registration confidential, as well as the login and password for accounts created in external domains used to log into the Account. If the User notices that someone unauthorized is or was using their Account, they must immediately inform TNT S.A. by sending an appropriate message to: support@etauron.tauron.pl.
13. Only one User may use the Account at a time. The Account is also non-transferable and non-assignable. Unless mandatory provisions state otherwise, a User who has unauthorizedly shared Account data with another person is liable for use of the Account by unauthorized persons.
14. By creating an Account, the User undertakes that through the Services and within the eTAURON Application, they will not:
 - a. perform any actions that may hinder or disrupt the functioning of the Services,
 - b. use the Services in a manner burdensome to other Users,
 - c. take actions detrimental to other Users, third parties, or TNT S.A.,
 - d. violate the terms of the Agreement, the Terms and Conditions, or applicable law,
 - e. act contrary to the operating instructions of the Charging Station.
15. Before starting the first charging session, the User is required to provide payment/credit card details in the eTAURON Application. An exception applies to Users with an assigned and active Coupon in the eTAURON System.
16. A User who is also an entrepreneur, in order to use the Charging Service within their business activity, is obliged after registration to enter the appropriate company data in the Application.
17. The eTAURON Application may send functional messages and messages regarding changes in the use of Services, as well as, subject to consent, marketing and commercial messages. Lack of consent to marketing messages does not limit the use of the Service.
18. Steps required to use the Charging Service via the Website without the need to register a User Account:
 - a. acceptance by the User of the Charging Service Terms and Conditions,
 - b. acceptance by the User of the Privacy Policy,
 - c. acceptance by the User of the payment regulations of the cashless payment operator.
19. Upon acceptance by the User of the Terms and Conditions and the Privacy Policy, a one-time Agreement for the provision of the Charging Service is concluded between the User and TNT S.A.
20. A User who is also a trader shall, in order to use the Charging Service via the Website (without registration) in the course of business activity, provide, before the charging process commences, a Tax Identification Number (NIP) for the purpose of receiving a VAT invoice. The company's data, including the Tax Identification Number (NIP), are used to issue structured invoices submitted to the National e-Invoice System (KSeF), in accordance with applicable laws.

§ 5

RESIGNATION AND WITHDRAWAL FROM THE SERVICE

1. Each party to the Agreement for access to the Charging Service may terminate it with immediate effect, regardless of the reason, by submitting a termination notice, subject to item 2 below.



2. Termination by TNT S.A. of the Agreement for access to the Charging Service concluded with the User may occur only for valid reasons, which include in particular:
 - a. the User's breach of obligations arising from the provisions of these Terms and Conditions, provided that the User has not ceased the breaches within 30 days from the date of being requested to do so;
 - b. actions aimed at violating or threatening the functioning of the eTAURON Application, through which TNT S.A. ensures the operation of individual Charging Stations at its own and partner Stations, provided that the User has not ceased the violations or threats within 30 days from the date of being requested to do so and to remove the effects of such actions;
 - c. legal changes or technical obstacles not attributable to TNT S.A. that prevent or significantly hinder TNT S.A.'s activity consisting of providing Charging Services.
3. Termination of the Agreement by the Service Provider shall be subject to a 7-day notice period. However, in particularly justified cases indicated in §3 item 5, termination may occur with immediate effect.
4. The termination notice will be sent to the User by the Service Provider in the form of an email message to the address provided by the User during Account registration.
5. The User may delete their Account at any time, without giving a reason, via the "Delete Account" functionality. Deleting the Account is equivalent to terminating the Agreement with immediate effect and resigning from further use of the Services. The User declares that they accept that deleting the Account results in the loss of all Account data and such data is not automatically restored in the event of creating a new Account (even if the new Account is created in the same technical manner and using the same data as the deleted Account).
6. The personal data controller undertakes to delete the personal data of a User who resigns from the Account in the eTAURON Application within 30 days of deleting the Account.
7. A User who is a Consumer may withdraw from the Agreement concluded with TNT S.A. – based on legal provisions, without giving a reason, within 14 days from the date of its conclusion. The deadline is deemed met if, before its expiry, the User sends a withdrawal notice via the "Delete Account" functionality.
8. The right to withdraw from an agreement concluded outside the business premises or remotely does not apply to the Consumer, among others, in relation to agreements for the provision of services, if the entrepreneur has fully performed the service with the Consumer's express consent, who was informed before the commencement of the service that after the service is performed by the entrepreneur, they will lose the right to withdraw from the agreement. TNT S.A. informs that placing an order for charging and starting charging is equivalent to the Consumer's consent to the provision of the Service (charging and parking) before the expiry of the withdrawal period, and the Consumer hereby agrees to this. TNT S.A. also informs, and the Consumer accepts, that in the event of withdrawal from the Agreement, the User will be obliged to pay for the services provided by TNT S.A. to the User until the moment of withdrawal from the Agreement.

§ 6

USE OF THE STATION AND THE CHARGING SERVICE

1. Access to the Charging Station is possible directly via the eTAURON Application or indirectly at selected Charging Stations using an RFID Carrier. The User starts and ends charging also using the appropriate functionalities of the eTAURON Application or RFID Carrier. Access to the



Charging Station is also possible directly via the Website without the need for User registration. The User starts and ends the Charging Service using the appropriate functionalities on the Website. In this case, ending the Charging Service is also possible from the Vehicle level.

2. Before starting to use the Charging Station, the User is obliged to ensure that the device through which they intend to use the eTAURON Application or the Website has a sufficient battery level to use the eTAURON Application or Website for the entire intended or actual charging time. The User is also obliged to ensure that they will not lose Internet connection during charging and that they have the ability to transmit and receive data necessary for proper and uninterrupted use of charging and payment settlement for the Charging Service.
3. When using the Service via the Website, the User searches for an available Charging Station on the Website to use the Service. Starting charging activates the connection of the Charging Station cable to the vehicle. Before starting the charging session, the User is required to provide payment/credit card details. The Website automatically indicates the amount of PLN 300 to be charged to the User's account. The User's account is charged before the charging process begins. The User cannot modify the assigned amount. Settlement of the transaction for the Charging Service in the event of unused blocked funds will occur after disconnecting the Vehicle from the Charging Station.
4. The time to access a given Charging Station to start charging from the moment it is unlocked is limited. If this time expires, the User should select the "Reconnect" option on the Application screen. After correctly connecting the Vehicle, charging can begin.
5. Charging may be stopped by the Charging Station, the Vehicle, or the User via the eTAURON Application or RFID Carrier at selected Charging Stations.
6. After charging is completed, the User should disconnect the power cable and move the Vehicle to allow other Users access to the station. After exceeding the time allowed to remove the Vehicle from the parking space within the Charging Station area, the User may be charged a Parking Fee in accordance with the price list posted on the Website and in the eTAURON Application.
7. Before starting to use the Charging Station, the User may choose between profiles, i.e., Private Profile and Fleet Profile (if configured), under which charging will be settled.
8. When using the Station, the User is obliged to observe the following guidelines and the technical-operational specifications of the Station, and the User declares that they are aware that compliance with these guidelines affects their safety:
 - a. it is prohibited to connect electric cars that do not have homologation or cars that have unauthorized modifications introduced by the Vehicle manufacturer,
 - b. it is prohibited to disconnect other Users' Vehicles if a given port at the Charging Station is occupied, even if the Vehicle is in parking mode,
 - c. it is prohibited to contact charging ports other than by connecting the power cable to the Vehicle,
 - d. it is prohibited to allow charging ports to come into contact with water or other liquids,
 - e. it is prohibited to attempt to stretch the power cable beyond its maximum length,
 - f. after charging is completed, the power cable should be placed in its designated location,
 - g. it is prohibited to attempt to connect the power cable to connectors not adapted for this purpose,
 - h. it is prohibited to use adapters to connect the Vehicle to the Charging Station.
9. At selected stations, access to charging within the Charging Station is also possible using an RFID Carrier. To start charging, the RFID Carrier should be brought close to the RFID reader



of the Station. To end charging, the RFID Carrier should be brought close to the RFID reader of the Charging Station again.

10. Only Vehicles with functionalities allowing charging and compliant with the requirements specified in the operating instructions available at the Charging Station may be connected to the Station. Connecting another Vehicle may cause damage to the Vehicle or the Station. TNT S.A. is not liable for damages resulting from connecting a Vehicle that does not have functionalities allowing charging in accordance with the conditions specified in the operating instructions.
11. It is prohibited to perform any repairs or modifications to the Stations independently.
12. The User is obliged to cover all costs of restoring the Charging Station to its original condition prior to the start of charging, caused by improper use of the Charging Station by the User, with particular reference to §6 item 9 above.
13. The User is obliged to use the Station in accordance with the rules for using the Station and its operating instructions. The rules for use are made available at Charging Stations by TNT S.A. or on the Website eTAURON | TAURON.
14. TNT S.A. may refuse to provide the Charging Service to the User if justified by safety reasons, in particular the protection of life, health, or property, and in other cases arising from applicable law, or in the event of violation of these Terms and Conditions. In each case of refusal to provide the Charging Service, TNT S.A. will provide the User, upon their request, with a justification indicating the reason for refusal by email.
15. The data presented in the eTAURON Application and on the Website regarding the availability of Charging Stations is for informational purposes only. In the event of technical problems beyond TNT S.A.'s control that disrupt the operation of the Website, the eTAURON Application, or Station failures, the presented data may prove inaccurate or outdated. TNT S.A. will take necessary actions to promptly remove technical problems or failures and will make every effort to ensure that the presented data is correct and up to date.
16. The system enabling the location of the mobile device through which the Website or eTAURON Application is used and the data transmission service using the telecommunications network enabling the use of certain application functions are not services provided by TNT S.A. (including not being part of the application) and are provided by third parties other than TNT S.A. Consent to the location of the mobile device may be revoked by the User at any time in the application settings. Revoking consent to location may cause improper functioning of the application, including the Charging Service.
17. TNT S.A. has the right to update the application installed on the mobile device with the User's consent. To the extent that the application update does not affect the rules for using the Charging Service or the rules for using the application, such an update does not require an amendment to the Terms and Conditions. TNT S.A. applies a range of security measures in the eTAURON Application, which include the protection of entered data and its secure processing, in particular regarding transmitted personal data.
18. Charging is subject to a fee under the terms and at the rates specified in the Public Price List or Private Price List (if applicable to a given User) for a given Station. Price lists may also be defined for a given Fleet Profile. Prices may vary by hour within a single day. Information on applicable hourly rates is available in the eTAURON Application before charging begins.
19. Before activating charging, the User is presented with the amount of the Fee for a given billing unit for acceptance. Presentation of the fee amount constitutes an offer, and upon its acceptance by the User (starting the Charging Service), the Charging Service is ordered. The



total and final payment amount for the Charging Service depends on the charging time and power.

20. In the event of a failure preventing the disconnection of the User's cable, parking fees should not be charged. If they have been charged, please send a message to eTAURON at support@etauron.tauron.pl.
21. TNT S.A. is not liable in the event of the User's cable being locked in the Charging Station, e.g., due to the activation of a residual-current device and the inability to release it remotely by Support staff. Such situations are caused by circumstances beyond TNT S.A.'s control. In such cases, the User agrees that on the first business day after receiving the report, TNT S.A. will disconnect the User's cable and send it at its own expense to the User's address within 3 business days from the service visit at the failure site.

§ 7

PRICE LIST, PAYMENT, TRANSACTION SETTLEMENT

1. The prices of the Charging Service are specified in the Price Lists available on the Website and in the eTAURON Application. The list of prices is available on the Website and within the application after selecting a given Station from the list of available stations or from the map screen.
2. Fees and prices are expressed as gross amounts and include VAT at the rate specified by applicable regulations.
3. When using the Service via the Website, after the charging process is completed, if the entire blocked amount indicated in §6 item 3 is not used, the payment operator will refund to the User's account (from which the amount was charged) the difference between the charged amount and the actual cost of the service.
4. In the case referred to in item 3 above, TNT S.A. enables payment only by charging a Visa or Mastercard payment card.
5. The Charging Service Provider is entitled to introduce promotional offers for all or some Users, as well as discounts and free programs at individual Stations.
6. The calculation of the fee and collection of payment for the completed charging session will occur after the Vehicle is disconnected from the Charging Station.
7. In the case of card payments, the execution date is counted from the moment of positive transaction authorization.
8. Entering payment card details in the Application is equivalent to consent to charge an authorization fee of PLN 1.00 to verify whether the card is active and can be charged. This amount will be refunded to the User within 7 days of authorization.
9. TNT S.A. enables the following payment methods:
 - a. charging a Visa or Mastercard payment card authorized by the User within the Account,
 - b. prepaid payment using coupons,
 - c. in the case of participation in loyalty programs conducted by business partners, points (and any other units of participation) earned under loyalty programs may be exchanged for funds supplementing the Account and used for payment settlements for Services – under conditions previously agreed by TNT S.A. and the business partner. Detailed rules for the operation of loyalty programs will be specified in separate regulations of the business partners' loyalty programs. TNT S.A. may independently open and close its own loyalty programs, under which the form of gratification may be funds supplementing the Account and used for payment settlements.



10. The User may share access codes to a prepaid coupon with other Users. The coupon may be available for use at all or selected Stations.
11. The price charged for the Charging Service may consist of the following elements:
 - a. **rate per kWh** – price determined based on the rate for each started 1 kWh of electricity consumed during the charging process of the electric vehicle,
 - b. **rate per minute** – price determined based on the rate per minute specified in the price list and charged for each started minute of charging the Vehicle,
 - c. **start fee** – a fixed rate charged once at the start of the Vehicle charging process, specified in the Service price list,
 - d. **Parking Fee** under the rules expressed in §6 item 6 of these Terms and Conditions,
 - e. the agreement or regulations binding the User with the bank or payment card provider.
12. Entering payment card details on the Website or in the Application is equivalent to consent to charge Fees and Parking Fees under the rules expressed in these Terms and Conditions, as well as the agreement or regulations binding the User with the bank or payment card provider.
13. The User agrees to the collection or blocking of funds on the User's bank account in the amount indicated on the Website and in the eTAURON Application before starting charging. These funds remain blocked for the entire charging period of the Vehicle. In the event of interruption of the charging process before using the entire blocked amount, the remaining difference will be unblocked, and the User will be charged only for the value of the energy actually consumed or charging time. In the case of funds being collected from the User's account as indicated on the Website and interruption of the charging process before using the entire collected amount, the difference will be refunded to the User's bank account within 5 business days, and the User will be charged only for the value of the energy actually consumed or charging time. If the entire collected or blocked amount is used, the charging process will be automatically stopped.
14. In the event of the need to refund funds for:
 - a. transaction made by the User with a payment card, TNT S.A. will refund the amount to the bank account assigned to the User's payment card,
 - b. transaction settled using funds from prepaid coupons or funds credited to the Account in connection with participation in a loyalty program, the funds will be appropriately refunded to the prepaid coupon or to the pool of funds credited under participation in the loyalty program.
15. The User accepts that the ability to use the eTAURON Application and Charging Services depends on the proper and timely payment of all Fees and Parking Fees that are due and payable from the moment the Charging Service is provided to the User, without the need for a separate payment request. If the calculated Fee for charging or Parking Fee exceeds the funds available in the User's bank account or User Account (i.e., funds from prepaid coupons or loyalty programs), it will be recorded in the Account as negative funds. The User also accepts that in the event of arrears and simultaneous lack of sufficient funds in the User Account to cover the arrears, the functionality of the eTAURON Application will result in the simultaneous blocking of the User Account, and during the block, the eTAURON Application will not allow charging and the User cannot use the Services (Account has "Blocked" status). The block will be removed when all overdue payments are credited to the User Account. Funds credited to the Account will first be applied to overdue payments.
16. When the linked payment card expires or is blocked, in order to start the charging process, the User is obliged to register an active payment card. If the User fails to fulfill this obligation, they will not be able to start a charging session until they register an active payment/credit card, and the newly added payment/credit card must successfully pass the card authorization process.



17. The User is obliged to ensure that the payment card/credit card entered in connection with starting a charging session is valid and not blocked, and that it has sufficient funds to pay for the Charging Service. If charging the card is not possible, TNT S.A. has the right to demand payment directly from the User. TNT S.A. reserves the right to contact the User to clarify the payment status for the Charging Service, for example, if TNT S.A.'s IT system does not record payment for the Charging Service. Furthermore, if the User uses the service via the Website and charging the provided card is not possible, TNT S.A. has the right to refuse the Charging Service.
18. For each charging session, an accounting document is issued in the form of a VAT invoice or, in the case of individuals not running a business, a sales document confirming the provision of the Charging Service.

A condition for issuing and receiving a VAT invoice when using the eTAURON App is that the User provides, before starting the charging session, correct and up-to-date data needed to issue a VAT invoice.

A condition for issuing and receiving a simplified invoice for the Charging Service provided via the Website is that, before starting the charging session, the User provides their NIP number and telephone number.

For each charging session, a sales document confirming the provision of the Charging Service shall be issued upon the User's explicit request. The sales document is sent by SMS message with a link to the PDF document to the provided mobile phone number. TAURON Nowe Technologie S.A. issues structured invoices in accordance with KSeF requirements. The invoices are submitted to KSeF, which assigns them a KSeF identification number confirming their issuance and delivery.

If a structured invoice is made available or used outside KSeF (e.g. as a PDF sent by e-mail or a link/SMS to view it), the document must include a verification code (QR code) that links it to the invoice in KSeF and allows its details to be verified.
19. The User recognises that invoices are issued and delivered via the National e-Invoice System (KSeF), and that the binding document is the structured invoice available in KSeF. TAURON Nowe Technologie S.A. may provide the User with a supporting invoice visualisation (e.g. a PDF) and e-mail/SMS notifications about the issuance of the invoice and the KSeF number. If the invoice is made available or used outside KSeF, the visualisation is marked with a verification code (QR code).
20. If a system failure prevents issuing an invoice in KSeF, TAURON Nowe Technologie S.A. will issue an invoice in emergency mode in accordance with applicable laws. An invoice issued outside KSeF in emergency mode contains two QR codes: "OFFLINE" and "CERTIFICATE". Once the failure has ended, the invoice is submitted to KSeF no later than 7 business days after the end of the failure in order to obtain a KSeF number.
21. Invoice corrections are issued with reference to the KSeF identification number of the corrected invoice and are made available exclusively via KSeF.
22. Payments in the eTAURON Application are made via PayU SA, based in Poznań, 60-166 Poznań, ul. Grunwaldzka 186, entered in the register of entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000274399, NIP 7792308495, with TNT S.A. reserving the right to change the payment institution.



23. The prices of the Charging Service may be changed with flexible notice and may vary depending on the time of day, day of the week, and other operational factors. Applicable prices are available in the Price List in the eTAURON Application and become effective in accordance with the information provided by the eTAURON Application and on the Website.
24. TNT S.A. reserves the right to introduce changes to the Price List with one day's notice. Any price change in the Price List, including hourly differences within a single day, will be published in the eTAURON Application and on the Website no later than 6:00 PM on the day preceding their entry into force. The User accepts that using the Service at a given hour means acceptance of the prices applicable at that hour.
25. The User acknowledges and accepts that the price of the Charging Service may change during its execution, in accordance with the current price list applicable at the time-of-service provision. Before starting charging, the User is obliged to review the applicable prices for the period in which they plan to perform the service.

§8

Invoices and billing in the KSeF system

1. From 1 February 2026, TAURON Nowe Technologie S.A. issues all invoices for the Charging Service and other charges only as structured invoices via the National e-Invoice System (KSeF), except where the law provides otherwise.
2. Invoices issued in KSeF are considered delivered when they are assigned a KSeF identification number, in accordance with Article 106nc(1) of the VAT Act.
3. The User must ensure they can receive invoices in KSeF in accordance with tax law, in particular by:
 - a. having the authorisations required to receive invoices in KSeF,
 - b. granting appropriate authorisations to persons or systems acting on their behalf,
 - c. updating the data necessary for the correct issuance of a structured invoice.
4. If the User does not have the technical ability to receive invoices in KSeF, the invoices are made available in accordance with the rules set out in the VAT Act for such cases.
5. Submitting a complaint regarding the charging of an additional fee does not affect the obligation to issue or deliver an invoice in KSeF, unless specific provisions state otherwise.
6. All corrective invoices are issued exclusively via KSeF.

§ 9

CONDITIONS FOR USING A PREPAID COUPON

1. A prepaid coupon may be used no later than its expiration date. After the prepaid coupon expires:
 - a. an expired coupon cannot be added in the eTAURON Application,
 - b. unused funds in the User's Account originating from an expired prepaid coupon are automatically canceled (i.e., upon expiration of the coupon, automatic cancellation occurs).
2. Funds in the User's Account originating from a prepaid coupon cannot be withdrawn or refunded. In particular, the User is not entitled to request TNT S.A. to pay (in cash) the equivalent of unused funds credited to the User's Account from a prepaid coupon.
3. Funds from the prepaid coupon are settled first.



§ 10

LIABILITY OF THE PARTIES

1. TNT S.A. is not liable for the inability to charge an electric vehicle in situations beyond TNT S.A.'s control, in the event of:
 - a. Charging Station failure,
 - b. failure of the Website or eTAURON Application,
 - c. use of the Charging Station by another User,
 - d. the User's violation of the Terms and Conditions or the instructions of the Charging Station posted at the Station used by the User,
 - e. occurrence of Force Majeure.
2. TNT S.A. is not liable for consequences and any damage resulting from the User providing incorrect data during the registration process.
3. TNT S.A. is not liable for the use of the Website or eTAURON Application by the User contrary to its intended purpose or on devices that do not meet safety standards.
4. TNT S.A. is not liable for a decrease in charging power below nominal power during a charging session resulting from technical limitations of electrical devices or the User's electric vehicle.
5. TNT S.A. is not liable for limitations in access to the Charging Service caused by modernization works on the Charging Service Provider's Network.
6. TNT S.A. is not liable for consequences of the User's cable being locked in the Station, as referred to in §6 item 20 of the Terms and Conditions.
7. TNT S.A. is not liable for the use of the User's Account by third parties.
8. Unless otherwise stated in the Terms and Conditions, violation of the Terms and Conditions by a User, who is not a Consumer, may result in one or more of the following actions by TNT S.A.:
 - a. a warning addressed to the User,
 - b. blocking access to the User's Account,
 - c. termination of the Agreement with immediate effect and deletion of the User's Account from the eTAURON Application,
 - d. preventing the User from creating another Account and thus using the Services.
9. Unless otherwise stated in the Terms and Conditions, violation of the Terms and Conditions by a User who is a Consumer may result in a request to cease or remove the effects of the violation under penalty of:
 - a. termination of the Agreement and deletion of the Account, or
 - b. blocking access to the Account. If the deadline set for ceasing or removing the effects of the violation expires without result, TNT S.A. will be entitled to apply the sanction indicated in the warning. It is stipulated that in the event of applying the sanction of terminating the Agreement and deleting the User's Account, TNT S.A. is entitled to prevent the User from creating an Account and using the Services in the future.
10. Blocking the Account due to payment arrears does not require a request to cease or remove the effects of the violation but occurs automatically in accordance with §7 item 15.
11. The User is prohibited from disconnecting Vehicles belonging to other Users from the Charging Station.
12. The User is liable for damages caused by their actions or omissions, both in the eTAURON Application and in relation to the Charging Station.



§ 11 SPECIAL PROVISIONS

1. The following special provisions of the Terms and Conditions apply to Users who are not Consumers:
 - a. TNT S.A. is not liable to the User for damages resulting from unintentional fault and is not liable for lost profits.
 - b. TNT S.A. is not liable for the inability of the User to end charging (except for an error of the Website or eTAURON Application caused by TNT S.A.). In such cases, the User is obliged to pay for the entire charging session.
 - c. TNT S.A. is not liable for charging performed by third parties without the User's consent via their Account; in such cases, the User is obliged to pay for the entire charging session.
 - d. TNT S.A. is not liable for the inability to connect the Website or eTAURON Application and RFID Carrier to the Station.
 - e. TNT S.A. is not liable for faulty connection of the Charging Station to the Vehicle or lack of connection despite the Vehicle meeting the required technical specifications.
 - f. In the event of damage to the Charging Station by the User, TNT S.A. is entitled to charge the User for direct and indirect repair costs for each case of:
 - damage/destruction of Stations within the TNT S.A. Network (own or partner) or the eTAURON System by the User,
 - improper and non-compliant use of Charging Stations within the TNT S.A. Network (own or partner),
 - unjustified prevention or restriction of access to Charging Stations within the TNT S.A. Network (own or partner) for other Users.
 - g) TNT S.A. is not liable for the use of the eTAURON Application by the User contrary to its intended purpose or on devices that do not meet the safety standards necessary for proper use of the eTAURON Application.
2. In the case of other violations of the Terms and Conditions by the User, in particular failure to comply with obligations specified in §6, the User is liable under general principles.

§ 12

TECHNICAL PERFORMANCE OF THE ETAURON APPLICATION

1. TNT S.A. makes every effort to ensure the proper functioning of the eTAURON Application and undertakes to ensure continuity of Service, subject to the following provisions. The above obligation does not cover events and their consequences related to:
 - a. malfunction of external software in relation to the eTAURON Application, beyond TNT S.A.'s control,
 - b. problems caused by data loss for reasons attributable to the User,
 - c. unauthorized interference by the User or third parties in the eTAURON Application,
 - d. Force Majeure,
 - e. technical breaks.
2. To perform maintenance or modernization work and update the eTAURON Application, TNT S.A. reserves the possibility of Technical Breaks in access to the eTAURON Application. TNT S.A. undertakes to inform Users of planned Technical Breaks in advance.



§ 13 COMPLAINTS

1. Any complaints regarding the Charging Service and Charging Station infrastructure may be submitted via the eTAURON Application, by email to support@etauron.tauron.pl, or by calling the helpline at +48 571 665 666.
2. A complaint should include at least data enabling identification of the User and an indication of justified objections and comments regarding the Services. Complaints not containing the above data will not be considered.
3. TNT S.A. considers complaints within 14 business days, subject to cases where the User has not described the subject and scope of the complaint in a manner enabling its consideration or has not provided data enabling identification of the User. In such cases, the deadline for considering the complaint runs from the day the User provides TNT S.A. with the missing information.
4. Lack of response by TNT S.A. to a Consumer's complaint within the above deadline is deemed acceptance of the complaint by TNT S.A.
5. TNT S.A. is obliged to provide the Consumer with a Charging Service compliant with the Agreement for the provision of the Charging Service.
6. If the Charging Service provided by TNT S.A. does not comply with the Agreement for the provision of the Charging Service, the Consumer has the right to request a price reduction or withdraw from the Agreement.
7. The reduced price must remain in proportion to the price resulting from the Price List, in the same ratio as the value of the Charging Service not compliant with the Agreement for the provision of the Charging Service bears to the value of the Charging Service compliant with the Agreement.
8. TNT S.A. declares that repair or replacement of the Charging Service is impossible.
9. The Consumer has the right to use out-of-court methods of handling complaints and pursuing claims. Information on these possibilities and the rules for access to these procedures are available at the offices and websites of district (municipal) Consumer Ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectors of Trade Inspection, and on the website of the Office of Competition and Consumer Protection at www.uokik.gov.pl.
10. Complaints should be addressed to TNT S.A. under general principles. TNT S.A.'s response to the complaint will be sent to the email address indicated by the User in their complaint or in another form chosen by them (telephone).
11. For Users who are not Consumers, a complaint should be submitted no later than 30 days from the date of the event that is the subject of the complaint.

§ 14

AMENDMENTS TO THE TERMS AND CONDITIONS

1. TNT S.A. may amend these Terms and Conditions for important legal reasons (change in generally applicable legal provisions concerning TNT S.A.'s activity, including in particular the Act of January 11, 2018 on Electromobility and Alternative Fuels, or the Service Provider's business form) or technical reasons (modernization of the eTAURON Application infrastructure), as well as in the case of the need to adapt TNT S.A.'s offer to market and technical realities and



to remove ambiguities or interpretative doubts. The reason for the amendment will be indicated as described below.

2. Users will be informed of the amendment to the Terms and Conditions by email sent at least 14 days before the new version of the Terms and Conditions enters into force. The amendment is effective for Users who do not resign from the Services within 14 days from the date of notification of the amendment. Resignation may occur by sending an email containing the relevant User statement to support@etauron.tauron.pl, as well as by uninstalling the eTAURON Application.
3. Charging started before the entry into force of the amendments to the Terms and Conditions will be carried out in accordance with the previous content of the Terms and Conditions. Amendments to the Terms and Conditions may not infringe the acquired rights of Users.

§ 15 FINAL PROVISIONS

1. The law applicable to obligations arising from the Terms and Conditions is Polish law. Agreements are concluded in Polish and for an indefinite period.
2. Any disputes that may arise in connection with the performance of the Agreement for Charging Services will be resolved by the court competent for the Katowice Branch of TNT S.A. This does not apply to Agreements concluded with Consumers, in which case any disputes will be resolved by the court competent under generally applicable law.
3. The Consumer may use alternative dispute resolution (ADR) methods instead of court proceedings, in particular through mediation, conciliation, or arbitration (arbitral tribunal).
4. The current list of ADR institutions in EU countries is available at: <https://consumer-redress.ec.europa.eu/dispute-resolution-bodies>
5. In the event of cross-border disputes, the Consumer may seek assistance from the European Consumer Centre (ECC-Net), the national ECC contact point is available at: <https://konsument.gov.pl>
6. Communication with the User will take place electronically, via the User Account or the e-mail address provided in the registration form, or by telephone.
7. If any provision of these Terms and Conditions is or becomes invalid, this does not affect the validity of the Agreement for access to the Charging Service, which remains unaffected in other respects. This does not apply to Agreements concluded with Consumers.
8. In matters not regulated by these Terms and Conditions, the provisions of generally applicable law apply, including the Act of April 23, 1964 – Civil Code (consolidated text: Journal of Laws of 2024, item 1061, as amended) and the Act of July 18, 2002 on the provision of electronic services (consolidated text: Journal of Laws of 2025, item 1071, as amended).
9. These Terms and Conditions are effective from February 1, 2026.
10. TNT S.A. reserves the right to make changes to the eTAURON Application and the registration form at any time and to temporarily or permanently limit the availability of services, as well as to completely withdraw services.
11. An integral part of the Terms and Conditions is the Information Clause constituting Appendix No. 1 to the Terms and Conditions, dedicated to unregistered Users.
12. In the scope of issuing and delivering invoices, the provisions of the Act on Tax on Goods and Services and the Act of 16 June 2023 on the National e-Invoice System (KSEF) apply.



INFORMATION CLAUSE ON PERSONAL DATA PROCESSING

1. The controller of your personal data is **TAURON Nowe Technologie Spółka Akcyjna**, with its registered office in Wrocław, Plac Powstańców Śląskich 20 (53-314 Wrocław). KRS: 0000141756; NIP: 899 107 65 56.
For matters related to data protection, you can contact us by:
 - a. email: tnt.osobowe@tauron.pl
 - b. correspondence address:
TAURON Nowe Technologie S.A.
ul. Lwowska 23, 40-389 Katowice.
2. Your personal data will be processed for the following purposes (providing personal data marked with "*" when using the website is a necessary condition for concluding an agreement on the website www.zaplac.etauron.tauron.pl):
 - a) **Enabling the use of the website www.zaplac.etauron.tauron.pl** until you resign from it [legal basis: Art. 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) – provision of services in accordance with the Terms and Conditions for unregistered users];
 - b) **One-time electric vehicle charging service** – for the duration of the contract [legal basis: Art. 6(1)(b) GDPR – conclusion and performance of the contract];
 - c) **Technical assistance in case of charging service issues** [legal basis: Art. 6(1)(f) GDPR – legitimate interest of the Controller to ensure proper support via the dedicated helpline];
 - d) **Fulfilment of legal obligations imposed on the Controller**, including accounting and tax obligations [legal basis: Art. 6(1)(c) GDPR];
 - e) **Monitoring service quality**, including customer service – for the duration of the contract [legal basis: Art. 6(1)(f) GDPR – legitimate interest of the Controller to ensure proper quality of services];
 - f) **Verification of payment credibility** – for the period necessary to perform such assessment when concluding, performing, extending, or expanding the scope of the contract. If you enter into a contract as a business entity or a partner in a civil partnership, we may additionally obtain data from economic information registers and business intelligence agencies [legal basis: Art. 6(1)(b) GDPR];
 - g) **Archiving** to the extent necessary to fulfill legal obligations, in particular tax, energy law, and accounting regulations – for the period resulting from these regulations [legal basis: Art. 6(1)(c) GDPR];
 - h) **Establishing and pursuing claims or defending against claims**, including debt collection – for the duration of proceedings and limitation periods [legal basis: Art. 6(1)(f) GDPR];
 - i) **Creating analyses of business performance for internal purposes** – for a period no longer than indicated in points e) and f) [legal basis: Art. 6(1)(f) GDPR].
 - j) The Regulation referred to above is Regulation (EU) 2016/679 (GDPR). The text of the Regulation can be found at customer service points and on the website tauron.pl/rodo.
4. Since we will process your personal data, you have the following rights:
 - a) **Right to object** – you may object to the processing of your personal data at any time if the basis for processing is our legitimate interest [Art. 6(1)(f) GDPR], except where there are overriding legitimate grounds for processing;
 - a) Right of access to personal data;
 - b) Right to rectification of data;
 - c) Right to erasure of data ("right to be forgotten");

- d) Right to restriction of processing;
 - e) Right to data portability;
 - f) Right to access the results of the balancing test conducted to verify the existence of the Controller's legitimate interest.
5. If you wish to exercise the above rights or obtain additional information, you can contact us:
- a) in writing at: **TAURON Nowe Technologie S.A., ul. Lwowska 23, 40-389 Katowice;**
 - b) by email at: **daneosobowe.wnioski@tauron.pl.**
- We will respond to your request without undue delay, but no later than within one month of receiving it.
6. Your personal data may be transferred outside the EEA in connection with outsourcing certain services to entities located outside the EEA. Data may only be transferred to countries or entities where the European Commission has determined an adequate level of protection, or where standard contractual clauses or other safeguards have been applied. You may request further information, obtain a copy of these safeguards, or information on where they are made available by contacting us as indicated above.
- The intended recipients of your personal data are:
 - Entities within the TAURON Group, including TAURON Polska Energia S.A., TAURON Obsluga Klienta sp. z o.o.;
 - Partners of TAURON Nowe Technologie S.A.;
 - Entities authorized to receive your data under applicable law;
 - Postal or courier service providers;
 - Payment service providers (banks, payment institutions): dcs.pl Sp. z o.o.; Centrum Elektronicznych Usług Płatniczych eService Sp. z o.o.; PayU S.A.;
 - Entities purchasing receivables and debt collection agencies.
 - Entities cooperating with us in accounting, tax, and legal matters.
 - IT system operators and IT service providers.
 - Entities providing advisory, consulting, audit, legal, tax, accounting services, research agencies, marketing companies, advertising agencies.
 - Entities supporting us in handling correspondence and customer service processes.
 - Entities providing document archiving services.
 - To the extent necessary to achieve the purposes of processing your personal data.

Glossary

TAURON Group – means TAURON Polska Energia S.A. with its registered office in Katowice and its subsidiaries or affiliated entities. The list of entities within the TAURON Group is available at: <https://www.tauron.pl>.