

# REGULATIONS FOR USE OF BEREady2GO ELECTRIC VEHICLE CHARGING STATION.

## MANAGED BY BRAND ROCK SP. Z O.O.

These regulations (hereinafter referred to as the Regulations) define the rules for the use by users of the of the BeReady2GO electric vehicle charging station and the rules of providing by Brand Rock

Sp. z o.o. (hereinafter referred to as the Company) with its registered office in Warsaw- Koszykowa 61 Street, 00-667 Warsaw, entered to the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Economic Department of the National Court Register under the number 0000702832, REGON 368706597, TIN 1132955222, electric vehicle charging service (hereinafter referred to as the Service).

### § 1 General Provisions

#### 1. Definitions:

- a) **Vehicle** - an electric vehicle equipped with appropriate connectors for charging.
- b) **Charging station** - a device that allows charging the Vehicle with electric energy.
- c) **Charging station area** - an area defined by horizontal markings intended for parking of the Vehicle for the purpose of charging.
- d) **Operator** - Brand Rock sp. z o.o., based in Warsaw, which is responsible for providing the Vehicle charging service.
- e) **User** - a person using the Vehicle charging service.
- f) **IT System** - web and mobile applications used from station management, customer registration and payment service (BeReady2GO mobile application name).

2. These Regulations have been adopted and introduced by the Company's Board of Directors.

3. The Regulations are available on the Company's website [www.BeReady2GO.eu](http://www.BeReady2GO.eu).

4. The Regulations may be amended at any time and shall apply to Users from the moment they are published on the website.

5. Th registered Users will be notified of changes to the Regulations to the indicated email address indicated in the form.

6. The User wishing to use the service accepts the rules contained in these Regulations and undertakes to abide by them and their accompanying persons.

7. Violation of the rules described in the Regulations may result in discontinuation of the Services.

## **§ 2 Rules of staying in the charging station area**

1. Persons parking vehicles in the area of the charging station are obliged to observe these Rules.
2. The charging station area is intended exclusively for parking of electric vehicles for the purpose and during their charging with electric energy.
3. Staying in the charging station area of other vehicles is prohibited.
4. It is unacceptable to leave electric vehicles in the area of the charging station without charging them.
5. The electric vehicle should leave the charging station area within no more than 10 minutes after the end of charging, no later than 1h after occupying the charging station areas. Remaining in the charging station area after this time will result in a charge of - PLN 1 for each minute.
6. Leaving the vehicle in the charging station area without connection with the charging service may result in removal of the vehicle from the area at the vehicle owner's expense.
7. The charging station area shall be subject to the provisions of the Act of June 20, 1997 - the Law on Road Traffic, as amended.
8. Consumption of alcoholic beverages and smoking of tobacco products is prohibited in the area of the station.
9. Vehicles carrying flammable, corrosive and explosive materials are prohibited to enter the charging station area.
10. It is forbidden to use the charging station in a manner unrelated to the charging service and, in particular, destroying, removing or obscuring signage, damaging any elements of the charging station, destroying station signage and elements protecting the station from mechanical damage.
11. The company shall have the right to seek compensation in the event of damage to the charging station on general principles.

## **§ 3 Rules of use of the Service**

1. The area of the charging station is intended for parking of vehicles exclusively for the time of charging.
2. Upon completion of charging, the User should immediately disconnect the vehicle and leave the charging station area within no more than 10 minutes after completion of charging.
3. The vehicle should be properly positioned so as not to interfere with other users' use of adjacent spaces.
4. The vehicle should be immobilized for the duration of charging.
5. Charging should be performed in accordance with the instructions displayed on the screen and/or posted on the station, mobile application.
6. Commencement of charging implies acceptance of the terms and conditions of service according to these Regulations.
7. The user is solely responsible for the vehicle and any belongings left inside for the duration of charging.

8. In case of irregularities in the operation of the charging station, the user is requested to contact the Company via the hotline at +48 504 838 676., or by email: [contact@BeReady2GO.eu](mailto:contact@BeReady2GO.eu).

#### **§ 4 IT system**

1. The Company shall provide an IT system to support the User at each stage - registration, service initiation, billing and payment and information exchange.
2. The IT system contains relevant information on the terms of service, including these Regulations, price list of services.
3. The condition for the use of the system is the expression of consents, which are necessary for the proper provision of the service.
4. The web application is available at <https://BeReady2GO.eu>.
5. mobile applications are available on GooglePlay and in the AppStore - application name BeReady2GO and at <https://BeReady2GO.eu>

#### **§ 5 Payment**

1. Payment for the charging service shall be made through the web/mobile application or through the payment terminal installed at the charging station through the following payment systems VISA, MasterCard, BLIK, Diners Club, JCB. Discover, UnionPay, Alipay, WeChat Pay and Twint .
2. The user is entitled to obtain a bill or a VAT invoice. Obtaining a VAT invoice requires providing the VAT ID number and agreeing to receive the invoice electronically.
3. The bill and invoice are sent only to the email address indicated by the user. The Company does not issue paper invoices.
4. The price list for charging services is an appendix to the regulations and is updated adequately to changes in energy prices, of which the user will be informed.

#### **§ 6 Complaints**

1. Any complaints regarding the services provided by the Company shall be submitted immediately in writing to the address of the Company's registered office, through the IT system or to the e-mail address [contact@BeReady2GO.eu](mailto:contact@BeReady2GO.eu) within a period not exceeding 7 days.
2. In the case of notification, all data concerning the advertised service should be provided, in particular:
  - user data,
  - data about the service such as place, time,
  - description of the event,
  - contact details,
  - the expected form of settlement of the complaint.

3. The complaint should be considered within 21 days from the delivery of the application, provided that all information necessary for its consideration is included in the application.
4. If the application lacks relevant information needed to consider the complaint, the Company may leave the complaint unprocessed or ask to supplement the application.
5. Submission of a complaint by a person who is not a party to the contract or not authorized to represent in case the service is not provided to an individual, shall result in leaving the complaint unresolved.
6. In the case of supplementation of information in accordance with subsection 4, the time limit for consideration of the complaint shall run from the moment the additional information is provided.

### **§ 7 Limitation of liability of the Company**

1. The Company shall not be responsible for securing the vehicles against theft, destruction or damage or for items left in the vehicle while they are in the charging station area.
2. The Company shall not be liable for the consequences of being in the charging station area or for using the service in a manner inconsistent with the provisions of these regulations.
3. The company shall not be liable for the actions of third parties.
4. The Company shall exercise due diligence for the availability of services 24/7/365, but the user shall not be entitled to a claim for unavailability of the charging service or interruption of the service in the course of its performance.

### **§ 8 Liability for violation of the Regulations**

1. Leaving an electric vehicle in the charging area for more than 10 minutes from the end of charging will result in a PLN 1 for each minute beyond 10 minutes no later than 1h after occupying the charging station area.
2. Leaving the car in the charging station area without connection with the purchase of the service may result in the imposition of a blockade.
3. The user is responsible for any damage caused by the vehicle or improper use of the services. In such a case, the Company will seek compensation on general terms.

### **§ 9 Rules for monitoring in the charging station area**

1. The company may conduct video monitoring of the charging station area.
2. Entry into the charging station area implies consent to the processing of its image and accompanying persons, the image of the car with its registration number.
3. The owner of the monitoring recordings is the Company.
4. The administrator of the monitoring data is the Company.

5. The basis for the processing of monitoring data is to protect the interests of the Company, including in particular to record incidents related to violations of the rules of staying in the charging station area and to secure the Company's property.
6. Monitoring data may be transferred to:
  - authorized state authorities,
  - entities providing legal assistance, in case of conducting cases related to cases related to non compliance with the provisions of the regulations or claiming compensation for damaged property of the Company.
7. Monitoring data will be stored by the Company for a period of 30 days. In the situation of data documenting the violation of the provisions of the Rules and Regulations or generally applicable laws, the data will be kept for the period of limitation of the violation/crime according to the applicable regulations.

#### **§ 10 Final provisions**

1. In matters not covered by these Regulations, the relevant provisions of law shall apply, in particular the Civil Code (Law of April 23, 1964).
2. These Regulations and the price list may be amended by resolution of the Board of Directors of the Company. The provisions shall enter into force on the date of their publication on the Company's website <https://BeReady2GO.eu> or on any other date indicated in the document.
3. These Regulations were adopted on September 1, 2023.