



**Terms and conditions of use of Galactico system as of July 1, 2014.**

**§1**

Hereby Terms and Conditions define the scope and conditions of the provision of the service by company Galactico.pl sp. z o.o., entered into the Registry of Entrepreneurs kept by the District Court of Zielona Góra, under the numbers KRS 0000396575, NIP 9731005436, Regon 080945385, with its registered seat in Zielona Góra, (65-516) at ul. Prof. Z. Szafrana 2, further referred to as "Operator".

**§2**

**Terms used in the hereby document shall have the following meaning:**

1. "User"- natural person who is over 18 years old and has full capacity to perform acts in law, legal person or organization entity without legal personality, able to obtain rights and assume obligations in its own name";
2. "Services"-joining in to the Operator's system, granting access to loading stations for electric vehicles by the Operator;
3. "User account"- account in Operator's system with a unique number;
4. "Card"-proximity card compliant with system requirements, enabling access to services provided by the Operator, with appropriate identification number";
5. "Account top up"- filling up or increasing the time limit on the user account";
6. "Operating instructions of loading stations"-usage manual describing proper way of availing of the loading stations in Galactico system which forms an integral part of the Terms and Conditions;
7. "Registration fee"-payment made by the User upon registering to Galactico system, designated for use of services provided by the Operator, considered as the first top up of the account;
8. "Loading station"- place equipped in charging device for electric vehicles;
9. "User number"- number assigned to User as a result of registration in the Galactico system;
10. "Time limit"- total amount of available time for the use of loading stations;
11. "User registration"- voluntary disclosure of personal data (login and password, name, surname (company name), ID number (company NIP), PESEL, address, email address, telephone number and vehicle details: type of vehicle, make and model, registration number, socket standard, battery capacity and charging Power) given by the User to the Operator through filling out the registration form on the website of the Operator;





12. "Galactico system"- encompasses monitoring and managing of the infrastructure of charging electric vehicles;
13. "Pricelist-list of available services in the Operator's system as well as the amounts for these services including principles of calculation;
14. "Allocated unit of post-sale service"-organized team of persons and resources designated for current monitoring and maintenance of the service;
15. "Remote system assistance"-automated assistance via text message giving instructions in order to restore the service.

### §3

#### Protection and processing of personal data

1. The Operator guarantees confidentiality and processing of the obtained from the registered User personal data in accordance with the act of 29 August 1997 on personal data protection (Journal of Laws of 2002, no. 101, item 926 further amended).
2. The Operator has the right to process personal data obtained from the User for the purpose of execution of the provisions of the hereby Terms and Conditions and fulfillment of legally justifiable data administration objectives, as well as-with User's consent- for the purpose of promoting activities and lotteries for Users and for statistics and marketing purposes.

### §4

#### Registration of Users

1. The User conducts registration through filling out the registration form available on the website of the Operator. Registering in this way signifies the acceptance of the provisions of the hereby Terms and Conditions.
2. An agreement is concluded between the User and the Operator upon registering, subject of which is the service, provided according to the terms defined in the Terms and Conditions;
3. Upon registering a User account is created and assigned temporarily, which post completion of registration fee payment is automatically changed to the target account.
4. The User performs payment of the registration fee as per the pricelist within 30 days from the day of registering. Payment is considered as complete when monies are visible on the bank account of the Operator.
5. In case the Operator does not recognize the payment on its account within 30 days post registration, the temporary account will be liquidated and User registration cancelled.





6. The User will receive via post a Proximity card within 10 working days from the date of receipt by the Operator of the registration fee.
7. Paid registration fee will be accounted for as first top up of the User account. It will be entirely devoted to the use of service provided by the Operator.
8. The Operator reserves the right, without the obligation to justify it, of refusal to register the User or of demand for appropriate documents or explanations from the User, in case the provided details concerning the User data, included in the registration form raise concerns as to their authenticity.
9. The Operator reserves the right to block User card in case the User avails of the Operator's service breaching Terms and Conditions.
10. The User may withdraw from the agreement within 10 days from its conclusion without having to indicate reasons for it. The User is obliged to submit an appropriate declaration in writing (via mail or fax). The right to withdraw from the agreement expires upon receipt of access to target account by the User.

## §5

### Charging and subscription fee

1. User is obliged to pay a monthly subscription fee as shown in the Price List Galactico.pl.
2. The subscription fee has to be paid by the User on the basis of the invoice/bill received from the Operator, and it ought to be done through the bank transfer to the bank account indicated on the invoice.
3. Subscription fee should be paid at the end of each accounting period by the date indicated on the invoice/bill.
4. Operator reserves the right to make changes in the amount of the license fee, previously informing users about this fact.

### Fees for using the services of the Operator

1. Fees for services are set forth in the Operator Price List which is an integral part of the Regulations.
2. The operator at the end of the accounting period shall charge a fee for using the services of the Operator.
3. The Operator sets a one-month billing period.





4. Fees for using the services of the Operator will be paid based on the invoice/bill received from the Operator, and it ought be done through the bank transfer within the time period indicated on the invoice.
5. Invoices/bills in paper form shall be delivered by ordinary mail.
6. Operator reserves the right to issue one invoice/bill which takes into account the subscription fee, and fees for services charged according to the Operator Price List.

## §6

### Scope of maintenance services

1. Operator ensures non-stop maintenance service for the provided service.
2. Users have the possibility of availing of services of the allocated unit of post-sale service of the Operator.
3. In emergencies the User has the possibility to avail of the remote assistance system.
4. The list of post-sale units and methods and principles of use of the remote assistance system are available on the website of the Operator.

## §7

### User responsibility

1. The User cannot use the accounts or cards of other Users. He or she cannot lend, sell or make his or her account, or card, available to any third parties.
2. The User should make every effort in order to avoid the loss or theft of the card.
3. The User is obliged to inform the Operator via telephone or in writing of the fact of theft, damage, misplacement or loss by other means of the card.
4. Operator, post receipt of such information, will immediately block the card of the User in the way which prevents any further use of services provided by the Operator.
5. The User bears sole responsibility for the consequences resulting from the use of the card by third parties due to its theft, misplacement or loss in any other means.
6. The issuance of a new card is at the expense of the User provided that the replacement is a result of the circumstances for which the Operator is not responsible. The fee for new card issuance is defined in the Pricelist.





7. The User is obliged to act in compliance with the Operating instructions of loading stations available on the Operator's website.
8. The User bears responsibility for any damage caused by his actions.

## §8

### Complaints

1. A complaint is a submission by the User of breach or inappropriate provision of the service by the Operator.
2. A complaint ought to be submitted within 14 calendar days from the date of the appearance of the occurrence specified in § 9, par. 1.
3. All complaints with regards to the provided services which are subject to the hereby Terms and Conditions may be submitted in writing (mail or fax).
4. Written submission ought to include at least the following details:
  - a. card number (User) which the complaint concerns
  - b. name, surname (company name) and address of the complaint maker,
  - c. subject of the complaint including detailed circumstances justifying the complaint,
  - d. date of complaint submission,
  - e. signature of complaint maker,
5. The day of receipt of written complaint via mail or fax by the Operator shall be the day of complaint submission.
6. Submitted complaint is investigated within 30 calendar days from the date of its submission. In case a complaint of a certain service is not examined within this time, the complaint is considered to have been accepted.
7. Operator's reply passed in written form should include his position with regards to the complaint including justification and information on the appeal mode.
8. The User is entitled to the right of forensic investigation for claims stemming from the hereby agreement once the complaint mode has been completed.





**§9**

**Termination of the agreement**

1. Parties may terminate the binding agreement with 30 days notice period through submission of appropriate statement in written form (mail or fax).
2. Termination of the agreement by the Operator may occur without notice in case of the breach of the provisions of the hereby Terms and Conditions.

**§10**

**Final Provisions**

1. Operator may extend and amend the scope of the offered services without the obligation of amending the Terms and Conditions, provided that these changes do not breach the critical provisions of it.
2. All matters not covered by the provisions of the hereby Terms and Conditions are subject to the appropriate provisions of the Civil Code or other provisions of law in force.
3. Terms and Conditions shall be in force as of 1 February 2012.

**Galactico.pl Operator**

