



## GENERAL TERMS AND CONDITIONS OF THE CHARGING SERVICE

The conditions are valid from 01.01.2021

### 1. GENERAL PROVISIONS

1.1. The General Terms and Conditions of the Charging Service establish the conditions of providing and using the charging service (**General Terms and Conditions**).

1.2. The General Terms and Conditions of the Charging Service form an integral part of the contract (**Contract**) entered into between the provider of the charging service Eesti Energia AS (hereinafter **EE**) and the Client (**Client**).

1.3. EE and the Client are hereinafter also jointly referred to as the Parties, and individually as a Party.

### 2. PROVISION OF THE SERVICE

2.1. The Contract is entered into between the Parties electronically upon registration of a user account, in the Enefit Volt Mobile Application (**Mobile Application**), in the self-service portal or via a computer network.

2.2. EE undertakes to provide the Client with the service of charging electric vehicles supplied by Enefit Connect OÜ at the charging stations belonging into the fast charging network (**Service**) under the terms and conditions agreed upon in the Contract.

2.3. EE shall commence providing the Service no later than within 10 (ten) business days after the entry into the Contract, unless the Parties have agreed otherwise.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 3.1. A Client has the right:

3.1.1. to use the Service in accordance with the Contract entered into between the Parties as well as with the valid price list for the Service;

3.1.2. to use the self-service portal while using the Service;

3.1.3. to receive information pertaining to the Contract in accordance with valid legal acts;

3.1.4. to receive information about the valid credit limit via the self-service portal, Mobile Application, and Customer Support;

3.1.5. if a relevant agreement exists, to make pre-payments for the Services provided to him or her or intermediated;

3.1.6. to receive invoices and information electronically or in another manner agreed upon by the Parties;

3.1.7. to withdraw from the Contract in the manner agreed upon by the Parties.

#### 3.2. A Client is obliged:

3.2.1. to register a user account and a password on the self-service portal;

3.2.2. to ensure the existence of 1 (one) euro in the bank account upon registration of the user account in order for EE to validate the correctness of the Customer's bank account;

3.2.3. to pay Service invoices on time and ensure the availability of free funds in the bank account on the date indicated on the monthly invoice of the user account (**Payment Date**). If the Payment Date is on a weekend, the Customer is obliged to ensure the availability of funds on the business day following the Payment Date;

3.2.4. to observe the credit limit established for him or her. If the credit limit is exceeded, EE has the right to limit the provision of the Service to the Client;

3.2.5. at his earliest convenience to inform EE about the following circumstances:

a) if changes have been made in the name/business name of the Client, his or her address, contact phone number, or other contact details of the Client, and submit new data;

b) if changes have been made in the list of contact persons of the Client;

c) if an identity document of the Client or his or her representative has been stolen or lost;

d) if the password of the Client, his or her password from the self-service portal, or some other password used within the communication between the Parties have fallen into the hands of third parties;

e) if an authentication tool used by the Client has been lost or stolen;

c) if a bankruptcy application has been filed against the Client, or if a bankruptcy warning has been issued;

d) if the Client has been terminated, or if liquidation or forced liquidation proceedings have been initiated against the Client;

e) about such circumstances that can prevent or preclude the duly execution of the Contract.

3.2.6. upon self-identification and consuming the Service, to use an authentication card issued by EE, or the representative of EE, or the Mobile Application only;

3.2.7. not to transfer the authentication card to third parties for the purpose of Service provision or intermediation. The Client undertakes, immediately upon request of EE, to stop the violation specified above;

3.2.8. not to use the Mobile Application for a purpose not intended for that purpose, as a result of which the use of the Service by third parties is blocked;

3.2.9. While using the Service, to observe all of the instructions valid at the charging station/pertaining to using the charger. To compensate to EE and third parties all of the damage caused by inexpedient or incorrect usage of the charging device (including without due diligence);

3.2.10. to inform EE about interruptions in the functioning of the charging device(s), using the Service, or about problems with understanding the instructions.

3.3. EE has the right:

3.3.1. To validate the Client's bank account, reserve 1 (one) euro from the Client's bank account upon registration of the user account. EE releases the reservation no later than within 24 (twenty four) hours after making the reservation;

3.3.2. to initiate the provision of the Service and/or make changes in the course of its provision and/or stop the provision of the Service unilaterally, informing the Client about it via the Webpage or mass media;

3.3.3. to upgrade and modify the Charging Stations used for the purpose of Service provision. If the upgrading or the modification of the Service is accompanied by the restriction of Service provision to the Client, EE shall inform the Client about it in advance via the webpage, the Mobile Application, or mass media;

3.3.4. to restrict the provision of the Service in accordance with the procedure established by Contract or law;

3.3.5. to provide the Customer with information about the loading service and offers;

- 3.3.6. to offer the Customer one-time, short-term or periodic discounts when providing the charging service or to organize consumer games and campaigns under the conditions stated by the Service Provider;
- 3.3.7. to demand from the Client for the compensation of expenses pertaining to debt collection;
- 3.3.8. to restrict the usage of the Service if the Client has debts to EE, or his or her credit capacity is not sufficient.
- 3.4. EE is obliged:
- 3.4.1. to provide the Service in accordance with the terms and conditions of the Contract and valid legal acts of the Republic of Estonia;
- 3.4.2. to provide the availability of the information about the established credit limit via the self-service portal, the Mobile Application, the Client information, and/or in the invoice for the Service sent to the Client;
- 3.4.3. if the Client wishes, to send to him or her the information about the Service, the general terms and condition of Service provision, the price list, and the invoices that have been issued;
- 3.4.4. to inform the Client about the scheduled maintenance and repair works via the Mobile Application, the Webpage, and mass media at least 2 (two) working days in advance;
- 3.4.5. to organize the 24/7 reception of maintenance and fault messages from the Client through the Client Information and to provide the Client with information on the presumed term for elimination of the fault that has occurred;
- 3.4.6. to review written complaints filed by the Client no later than within 15 (fifteen) calendar days, and other suggestions and applications no later than within 30 (thirty) calendar days after their receipt.

#### **4. CHARGE FOR THE SERVICE AND SETTLEMENT PROCEDURE**

- 4.1. The Client undertakes to pay to EE for using the Service in accordance with the Contract, the payment model agreed upon, and the price list for the Service.
- 4.2. The following payment model applies to the Client
- 4.2.1. Pay-as-you-go payment model – in the calendar month following the calendar month of using the Service, the total cost of the used Service will be deducted from the Customer's bank account on the Payment Date. EE sends a monthly invoice to the Client for the Service consumed and paid.
- 4.3. If the Client does not pay for the Service according to the submitted invoice by the 15th (fifteenth) date of each month at the latest, EE has the right to issue an invoice to the Customer for Restricting the provision of the Service in the amount of 5 (five) euros (VAT to be added).
- 4.4. The Client has a current and detailed overview of the use of the Service in the self-service portal.
- 4.5. EE has the right to provide the Client with a credit limit different from the one fixed in the Price List or to provide the Service without any monetary restrictions.
- 4.6. If the Client does not agree to the invoice issued by EE, he or she should inform EE about it in the form that can be reproduced in writing at his or her earliest convenience after receiving the invoice, bringing forward his or her justifications for disagreeing. EE shall verify the application filed by the Client and respond to the Client within 15 (fifteen) calendar days after receiving the application.

4.7. The Client can only make set-off against such claims of EE that have come into effect as a result of the court ruling and have become enforceable.

4.8. Upon the termination of the Contract, the Client shall file a written application to EE applying for the payback of the prepayments paid by the Client. If the Client has not made the application no later than within 60 (sixty) calendar days after the termination of the Agreement, the prepayment shall not be subject to return.

## **5. RESTRICTION OF SERVICE PROVISION**

5.1. Partial or full restriction of the provision of the Service (Restriction) can take place in cases provided for in the Contract either upon an initiative of the Client or EE.

5.2. The Client has the right to apply from EE for the restriction of the provision of the Service to his or her user account for the term of up to one (1) month. EE shall restrict the provision of the Service to user account since filing an application or receiving it or from the date specified in the application. In the application, the Client should specify the desired term of restriction of the provision of the Service, conditions, and, if possible, the reasons for the restriction of the Service. In the Mobile Application, the Client can restrict the provision of the Service, in the result of which the authentication card, if it exists, will lose its validity.

5.3. In the event of loss or theft of the authentication card the Client should file an application to EE for Service restriction immediately. Until the restriction of the provision of the Service, the Client is responsible for paying for the Service provided to his or her number. In the event of occurrence of the circumstances listed above, EE shall restrict the Service provision for the desired number in an urgent manner, also on the basis of an oral notification from the Client. When accepting oral notification, the representative of EE has the right to ask the Client questions on the basis of the database about the Client applying for the restriction of the Service in order to check his or her identity.

5.4. EE can restrict the provision of the Service both based on the Charging Station and within the frames of the entire Service if it is required for the elimination of breakdown, repair or maintenance of the charging equipment, updating software, replacing the charging equipment, etc., and EE must notify Clients about it beforehand via the Webpage or mass media.

5.5. EE may restrict the provision of the Service to the Client or change the payment model in the event of occurrence of the condition(s) below:

5.5.1. the cost of the Service provided to the Client exceeds the credit limit of the Client;

5.5.2. The Client's bank account does not have enough free funds to pay for the Service on the Payment Date or no later than on the 14th (fourteenth) day of the month following the use of the Service;

5.5.3. the Client delays with the settlement of invoices and has debts to EE;

5.5.4. there are bankruptcy proceedings running with regard to the Client, or liquidation or forced liquidation proceedings have been initiated against a legal entity.

5.5.5. The Client has not notified EE about changes that have been made in his or her mail address or other contact details, and also if the invoices issued to the Client have been sent back to EE with a note saying that the Client is no longer located at that address, has moved, refuses from accepting mail, etc.;

5.5.6. EE has learned that the Client intermediates or sells the Service further on to third parties;

5.5.7. EE has learned that a third party is using the authentication card to the detriment of the Client:

5.5.8. EE has learned that the Client is using an authorization card or Mobile Application against the interests of other persons, customers or EE:

5.5.9. restriction arises from the performance of obligations of EE or Elektrilevi OÜ arising from legal acts. 5.6. Upon restriction of the service, the Authorization Card expires.

## **6. VALIDITY OF THE CONTRACT, AMENDMENTS AND TERMINATION**

6.1. The Contract shall come into effect upon the exchange of the declarations of intention relevant to the form of the contract selected by the Client and EE or at the time specified in the Contract.

6.2. The Contract shall not come into effect if:

6.2.1. the Client has not submitted the data required for identification or forwarding messages;

6.2.2. the Client has submitted incorrect or insufficient data upon the conclusion of the Contract;

6.2.3. the Client is a natural entity that is younger than 18 years old, or he or she has limited legal capacity, and he or she does not have a consent of a legal representative;

6.2.4. bankruptcy proceedings are going on in relation to the Client, or the Client is being liquidated.

6.2.5. The Contract can be amended upon the agreement of the Parties in writing, or in the form that can be reproduced in writing, or in other cases established by the Contract or law.

6.3. EE has the right to withdraw from the Contract prematurely with the term of preliminary notice of 30 (thirty) calendar days, submitting an application about that to another Party at least in the form that can be reproduced in writing.

6.4. EE has the right to withdraw from the Contract in an urgent manner in the event of a serious violation of the section 3.2 of the Contract on the part of the Client. In the event of a serious violation of the Contract, the Parties shall proceed from the Contract, the General Terms and Conditions, and the provisions of the Law of Obligations Act.

6.5. The Client has the right to withdraw from the Contract under the terms and conditions of the Contract at any time, finishing the usage of the Service via the Mobile Application, or by submitting an application in the form that can be reproduced in writing to EE. After receiving the application for the withdrawal from the Contract, the Service Provider shall restrict the provision of the Service to the Client no later than within the following working day, unless the Parties have agreed otherwise.

6.6. A consumer has the right to withdraw from the contract for the charging service, notifying the seller of the charging service about it within fourteen (14) days after the conclusion of the Contract. A consumer does not have the right to withdraw from the Contract if he or she started using the charging service and charging the vehicle before the end of the withdrawal period.

6.7. The termination of the Contract does not release the Client from his or her obligation to settle the invoices for the Services that have already been consumed.

6.8. EE has the right to make changes in the General Terms and Conditions of the Charging Service, the price list for the Service, payment models, and technical conditions of the Service unilaterally, notifying the Client about it via the Webpage or mass media at least 1 (one) month in advance, before the changes come into effect. The term of prior notice specified above shall not apply in the event of changes made in the price list for the Service, accompanied by a decrease in the price for the Service or the addition of new Service Packages or new Services into the price list.

6.9. If the Client does not agree with the amendments to the General Terms and Conditions or the new General Terms and Conditions, he has the right to cancel the agreement by notifying EE in the manner provided in clause 9 within 1 (one) month as of the notification of the amendments or new General Terms and Conditions. Cancellation of the Agreement does not release the Client from the obligation to perform the obligations arising from the Agreement until its cancellation, whereas the Client shall be subject to the current General Terms and Conditions for the performance of these obligations.

6.10. If the Client does not cancel the agreement within 1 (one) month from the notification of the amendments to the General Terms and Conditions or the entry into force of the new General Terms and Conditions, it shall be deemed that he or she has tacitly agreed to the amended General Terms and Conditions or the new General Terms and Conditions. The amended or new General Terms and Conditions shall become an integral part of the Agreement from the date of their entry into force and shall be binding on the parties. The provisions of the General Terms and Conditions or the General Terms and Conditions previously in force shall be deemed terminated.

## 7. LIABILITY

7.1. EE shall be held liable to the Client only for the direct property damage done in the result of culpable breach. EE shall not be held liable for any kind of other damage done to the Client. Among other things, EE shall not be responsible for compensating to the Client for lost earnings or other damage.

7.2. The Client shall be held liable for property damage done to EE in the result of using the Service. Among other things, the Client shall be held liable for property damage done through the actions/inaction of third parties using the authentication card on behalf of the Client to EE.

7.3. The Client shall be held liable for the compatibility and safety of the devices and adapters connected to the charging equipment of Enefit Connect OÜ. The risk and responsibility arising from the charging point and its intended use shall be borne by the Client.

7.4. EE or Enefit Connect OÜ shall not be held liable for the interruptions, faults, defects occurring in the course of provision of the charging service, the smoothness of usage of the service, and the non-functioning of the Mobile Application and the authentication card which have occurred through the wrong usage of the Service or functionality problems.

7.5. The Client can claim for the compensation of incurred damage only if he or she has informed EE about the damage as soon as possible, but no later than within 2 (two) months after the detection of damage and within 12 (twelve) months after the damage has been done.

7.6. If the Client has violated the obligation established in clause **Error! Reference source not found.** of the Contract, EE has the right to demand from the Client for the payment of penalty fine in the amount of 500 (five hundred) euros for each case of violation. EE has the right to submit the relevant penalty fine claim to the Client within 6 months after the day when EE has become aware of the violation.

7.7. If the Client fails to settle the invoices in due time, EE has the right to claim for the payment of a fine for delay until the receipt of the entire amount, in the amount of 0.20% per day from the basic amount of indebtedness from the Client. The accumulation of the fine for delay starts from the day following the term of payment and ends on the day of arrival of relevant amounts (including).

7.8. Among other cases, the violation of obligations arising from the Contract is excusable if it has been caused by force majeure circumstances. A force majeure circumstance is a circumstance beyond the control of a Party, and, proceeding from the principle of reasonability, it could not be expected from the Party that it would take such circumstance into consideration at the moment of entry into the Contract, or avoid it, or overcome the impeding circumstance or its consequence.

7.9. The Party, whose activities in the course of performing the obligations under the Contract have been hindered by force majeure circumstances, must notify another Party about it immediately.

## **8. CONFIDENTIALITY**

8.1. Parties undertake, within the term of validity of the Contract and within 3 (three) years after the termination of the Contract for any reason, without the prior written consent of another Party not to disclose the Confidential Information of another Party (see definition in clause 8.1), to third parties, provide the confidentiality of the Confidential Information, and use the Confidential Information only for the purpose of performance of the obligations arising from the Contract (also by the Representatives of the Parties, see definition in clause 8.5).

8.2. Confidential Information is the information that has become known to the Party about another Party, including the Representative of the Party, in the course of conclusion and execution of the Contract, which includes, among other things, the information about the financial standing of another Party, of the companies belonging to the same Group with the Party, its partners, and Clients, the internal rules of conduct and other information concerning workflow management; the data processed in the systems managed by another Party; the contents of the documents stored by the Party, its accounting and correspondence; the information about the assets and security systems of another Party; the business secret of another Party, its know-how, technologies, databases, computer programmes, technical solutions, concepts, ideas, methods, procedures, business and marketing plans, business contacts, suggestions, financial information, reports, correspondence, scientific and development activities and their outcome, software and documents pertaining to it, information and data related to business activities, other protected or unprotected information related to intellectual property, and also any other information that another Party, including the Representatives of another Party, provide to the Party, including to the Representatives of the Party, in the course of execution of the Contract in an oral, written, electronic, or other format (hereinafter referred to as the Confidential Information).

8.3. Confidential information is not the information that:

8.3.1. was in the possession of the Party that has received the information, or was provided to it in a legal manner from the source that did not have an obligation of maintaining the confidentiality of the information with regard to another Party;

8.3.2. regardless of the actions or inaction of the Party that has received the information, such information is or will be available to a wider audience without violating the Contract.

8.4. The fact whether or not the information is regarded as Confidential does not depend on it being marked as confidential.

8.5. Representatives are:

8.5.1. employees of Parties, members of the Board, subcontractors;

8.5.2. a company belonging to one and the same Group with the Party and employees, members of the Board, subcontractors of such company;

8.5.3. another natural or legal entity that is acting on the orders of the Party or the company belonging to one and the same Group with the Party. (hereinafter referred to as a Representative).

8.6. Parties have the right to provide the Confidential information to their Representatives to the extent, in which it is required for the performance of obligations arising from the Contract, ensuring that the relevant Representative performs the confidentiality obligations arising from the Contract similarly to the Party.

8.7. If a Party, on the basis of a legal act, must disclose the Confidential Information of another Party, it must exert all economically feasible effort in order to provide another Party with the notification concerning such disclosure at least 10 (ten) days in advance, limit the amount of Confidential Information to be disclosed as much as possible, and disclose Confidential Information to that extent only that is truly required in accordance with the legal act.

## **9. FORWARDING NOTIFICATIONS**

9.1. Messages, consents, approvals and other declarations of intent shall be deemed submitted and served in accordance with the Contract if the declaration of intent has been forwarded to the other Party in oral, written, reproducible or electronic form to the contact details set out in the Contract if a specific form for the submission of the specific declaration of intent has not been separately agreed in the Contract or Terms and the Client has had a reasonable opportunity to get acquainted with it. An oral declaration of intent shall be deemed to have been submitted if it has been recorded by EE. EE may also forward a declaration of intent on the invoice.

9.2. The Client shall immediately notify EE of any changes in the contact details provided in the Contract. The Client can change his or her contact details in the Self-Service Portal, Mobile Application or by sending a message to the EE contact details.

9.3. The Parties shall immediately notify each other of all circumstances that prevent the performance of the Contract.

## **10. FINAL PROVISIONS**

10.1. EE confirms that Enefit Connect OÜ has granted all of the rights to EE for the provision of the Service and conclusion of the Contract with the Client.

10.2. By concluding the agreement, the private customer has given consent to process his or her personal data, including first and last name, personal identification code, mobile phone number and postal address.

10.3. Enefit Connect OÜ, Eesti Energia AS and their authorized representative process the Client's data for service and marketing purposes in order to offer the Client more personal, convenient and favorable solutions in providing the Service.

10.4. If the use of the Service requires the transfer of data related to the Client to third parties related to the provision of a specific Service, the Client has agreed to transfer data about himself or herself that is directly necessary for the use of the desired Service and agrees to fulfill any obligations arising from such Service.

10.5. The Client gives his or her consent to the fact that in the event of violation of the Contract EE shall have the right to forward the personal data of the Client that EE has become aware of in the course of conclusion and execution of the Contract (first name and

surname, personal identification number, place of residence, data about failure to perform contractual obligations, including the amount of indebtedness) to third parties with the purpose of debt collection.

10.6. EE shall process the personal data of Clients in accordance with the Principles of Processing Client Data of EE that are available on EE homepage <https://www.energia.ee/et/avaleht>.

10.7. Unless otherwise has been specified in a specific provision of the Contract, the references to clauses mean the clauses of the General Terms and Conditions of the Charging Service.

10.8. If any of the provisions of the Contract turns out to be completely or partially invalid due to its contradiction to legal acts of the Republic of Estonia, it will not affect the validity of other provisions or their parts. The Parties shall do their best to replace a void provision with a valid one, which would correspond to the content and idea of the Contract.

10.9. If one of the Parties is forced to bear expenses related to the collection of debt from another Party (including the expenses related to waiving the right of claim), another Party undertakes to compensate to the first Party for all of the expenses related to the collection of debt. From the amounts paid for the purpose of covering the indebtedness, first of all, the penalty indebtedness is regarded as having been paid, then the expenses related to the collection of debt (including the expenses for legal aid), and lastly the basic amount of indebtedness.

10.10. All disputes arising from the Contract shall be attempted to be resolved through negotiations by the Parties. A Consumer has the right to turn to the Consumer Protection Board and the Technical Supervision Department for dispute resolution. If the Parties fail to reach an agreement, the dispute shall be resolved at Harju County Court.