



TERMS AND CONDITIONS OF THE CHARGING SERVICE

The conditions are valid from 01.05.2023

1. GENERAL PROVISIONS

- 1.1. The terms and conditions of the charging Service establish the conditions of the provision and use of the electric charging Service of vehicles (**T&C**).
- 1.2. The T&C form an integral part of the charging Service contract (**Contract**) concluded between the Service provider and the Customer.
- 1.3. The Service provider and the customer are hereinafter jointly referred to as the parties and separately as the party.

2. DEFINITIONS

- 2.1. **Ad hoc user** – a person who uses the Service through the Mobile app or the E-service without a User account.
- 2.2. **E-service** – a portal which Customers can log into via the Enefit Website in order to use the Service.
- 2.3. **Price list** – the prices applicable to the Service that are displayed in the Mobile app and the E-service. If indicated in the Price list, the Service may be subject to a transaction fee and a overstay fee.
- 2.4. **User account** – a password-protected Registered user account that is created after successful registration and can be used by the Registered user for a more convenient use of the Service, including, if necessary, to change their personal data.
- 2.5. **Customer** – both the Ad hoc user and the Registered user.
- 2.6. **Website** – Service provider's Enefit Website.
- 2.7. **Charging card** – an RFID card issued by the Service provider to start and stop the charging of an electric vehicle at the Service provider's Charging stations. If indicated in the Price list, issuance of the Charging card may be subject to a fee.
- 2.8. **Charging station** – a charging point marked with the Enefit Volt brand, including the electric vehicle charger and the infrastructure, intended for the provision of the Service. The locations of the Charging stations are available in the E-service and the Mobile app.
- 2.9. **Mobile app** – the Enefit Volt Mobile app allowing Customers to use the Service (can be used both logged in and not logged in). The Mobile app can be downloaded for free (eg from the App Store or Google Play).
- 2.10. **Package** – the specific conditions of the Service, including the conditions of payment for the Service, which are established for the Registered user upon entering into a Contract in the E-service/Mobile app. The Registered user can view the conditions of their Package in the E-service/Mobile app at the time of entering into the Contract.
- 2.11. **Bank card** – a credit or debit card issued by a legitimate financial institution, bearing the Customer's name and submitted by the Customer in the Mobile app or E-service to pay for the Service.

- 2.12. **Registered user** – a person who has entered into a Contract with the Service provider in order to use the Service by registering in the Mobile app or the E-service.
- 2.13. **Service** – the electric vehicle charging Service offered under the Enefit Volt brand at Charging stations belonging to the charging network of electric vehicles.
- 2.14. **Service provider** – the following legal persons belonging to the Eesti Energia Group that provide the Service in the territory of their country of registered office, according to the country in which the Customer uses the Service:
- 2.14.1. in Estonia - Eesti Energia AS with its registered office in Tallinn, address: 22 Lelle Street, 11318 Tallinn, Estonia, registered in the register of entrepreneurs kept by the District Court of Tartu under no. 10421629, with VAT id.: EE100366327, e-mail: info@enefitvoltage.com, tel: +372 777 3030,
- 2.14.2. in Latvia - Enefit SIA with its registered office in Riga, address: 7 Vasetas Street, LV-1013 Riga, Latvia, registered in the register of entrepreneurs kept by the Register of Entrepreneurs of the Republic of Latvia under no. 40003824046, with VAT id.: LV44103024234, e-mail: elektriba@enefit.lv, tel: +371 6000 0055,
- 2.14.3. in Lithuania - Enefit UAB with its registered office in Vilnius, address: Vito Gerulaičio 10-101, LT-08200 Vilnius, Lithuania, registered in the register of entrepreneurs kept by the Centre for Registers under no. 300649187, with VAT id.: LT100003539118, e-mail: elektra@enefit.lt, tel: +370 5 261 9141,
- 2.14.4. in Poland - Enefit sp. z o. o. with registered office in Warsaw, address: ul. Mokotowska 1, 00-640 Warsaw, Poland, registered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Chamber of the National Court Register, under no. 0000639818, with VAT id.: PL5252678371, e-mail: info@enefit.pl, tel: +48 22 299 27 27.
- 2.15. **Contactless payment** – a payment that can be made by credit card, debit card, smartphone, smartwatch or any other means without manually entering the card details, using a special payment terminal at the Charging station.

3. PROVISION OF THE SERVICE

- 3.1. In order to use the Service, the Customer enters into a Contract with the Service provider either as:
- a) a Registered user, if the Customer fills in the User account registration form in the E-service or the Mobile app;
- b) an Ad hoc user, if the Customer accepts the T&C electronically in the E-service or Mobile app and enters their bank card details.
- 3.2. Upon using the Service, the Customer is obliged to provide the correct required data (marked with an asterisk) in the E-service/Mobile app. In the event of changes to the provided data, the Customer is obliged to immediately amend them in the E-service or the Mobile app or notify the Service provider of the change of data by submitting the correct data.
- 3.3. Using the E-service and the Mobile app requires an internet connection.
- 3.4. Upon entering into the Contract, the Customer is immediately entitled to use the Service under the conditions set out in the Contract.
- 3.5. To ensure the availability of the funds necessary to pay for the Service the Service provider has the right to reserve from the account linked to the bank card provided by the Customer at the start of charging, the amount specified in the conditions of the

- Package. In case of Ad hoc user, the amount of money to be booked will be displayed in the Mobile App/E-service before starting the charging.
- 3.6. The Registered user has the right to order a Charging card from the Service provider, which allows them to identify and authenticate themselves upon using the Service. The Charging card is the property of the Service provider. The Customer may use the Charging card only for personal purposes and may not give it to third parties, unless otherwise agreed by the parties. The Customer safeguards the Charging card against misuse, loss and theft and is responsible for all transactions made with the Charging card from the moment it is issued until it is returned to the Service provider. The Registered user can suspend the use of the Charging card in the E-service and the Mobile app (eg in the case of loss or theft of the Charging card).
 - 3.7. Unless otherwise agreed by the parties, the Service provider will send the Charging card to the address of the Registered user provided by the Registered user upon registration in the E-service/Mobile app.
 - 3.8. If the Customer applies for a new Charging card, for example, due to the loss or destruction of the previously issued Charging card, the Service provider has the right to request a fee for the new Charging card as indicated in the Price list.
 - 3.9. The Mobile app/E-service may offer the possibility of booking a Charging station, which is priced according to the Price list.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Customer has the right to:

- 4.1.1. use the Service pursuant to the Contract, the T&C, the Package and the Price list;
- 4.1.2. use the Charging stations only for such electric vehicles that comply with the requirements established by the European Union and the country in which the vehicle is to be charged; the cables and plugs used by the Customer that are not permanently connected to the charging equipment of the Charging station must also comply with the requirements;
- 4.1.3. receive information pertaining to the Contract, T&C, the Package and Price list;
- 4.1.4. receive invoices and information electronically or in another agreed manner;
- 4.1.5. cancel the Contract in accordance with the procedure.

4.2. The Customer is obliged to:

- 4.2.1. exercise due diligence to safeguard their User account password and Charging card from loss and access by third parties;
- 4.2.2. ensure the availability of funds in the bank account linked to the Bank card on the payment date to pay for the Service;
- 4.2.3. if they have a User account, inform the Service provider of the following as soon as possible:
 - a) if the password of the Customer's User account has become known to a third party;
 - b) if the Charging card used by the Customer is destroyed, lost or stolen;
 - c) if a bankruptcy petition or a bankruptcy caution has been filed against the Customer;
 - d) if the Customer has been terminated, or if liquidation or compulsory liquidation proceedings have been initiated;
 - e) circumstances which may prevent or make impossible the proper performance of the Contract.

- 4.2.4. use only the Charging card issued by the Service provider or their representative, the Mobile app or the E-service to identify themselves when using the Service;
- 4.2.5. pay for the Service used;
- 4.2.6. pay for the transactions made with their User account from the moment the User account was created until its closure;
- 4.2.7. not give the Charging card to third parties for the purpose of mediating the Service;
- 4.2.8. not use the Mobile app and the E-service for purposes for which they are not intended, including activities that prevent third parties from using the Service;
- 4.2.9. comply with all the instructions regarding the Charging station and the use of the charger (which are displayed at the Charging station and on the charging equipment) and the conditions of the Contract upon using the Service;
- 4.2.10. refrain from unauthorised modification of the Charging station and the charging equipment as well as charging a vehicle which has been modified in an unauthorised and unlawful manner;
- 4.2.11. compensate the Service provider and third parties for damage caused by improper or incorrect (including without due care) use of the Charging station and/or the charging equipment;
- 4.2.12. immediately notify the Service provider of any malfunctions of the Charging station and/or the charging equipment as well as problems in understanding the instructions;
- 4.2.13. immediately change the password of their E-service/Mobile app if it has become known to a third party.

4.3. **The Service provider has the right to:**

- 4.3.1. unilaterally amend or stop the provision of the Service by giving notice about it via the Website or media;
- 4.3.2. update and change Charging stations. If this causes restrictions of the provision of the Service to the Customer, the Service provider will give advance notice to the Customer via message, email, Website, E-service, Mobile app or media;
- 4.3.3. restrict the provision of the Service in accordance with the Contract or law;
- 4.3.4. offer the Customer one-time, short-term or periodic discounts when providing the Service or to organise consumer games and promotions;
- 4.3.5. request compensation from the Customer for the expenses incurred in debt recovery.

4.4. **The Service provider is obliged to:**

- 4.4.1. provide the Service in accordance with the Contract and legislation;
- 4.4.2. provide to the Customer upon their request information on the Service, the Contract, the Price list and the invoices issued;
- 4.4.3. inform the Customer of scheduled maintenance and repairs of Charging stations via the Website at least two (2) working days in advance;
- 4.4.4. organise the 24/7 receipt of Charging station fault reports from the Customer by customer support and provide information to the Customer on the estimated deadline for the elimination of the failure;
- 4.4.5. review the Customer's written complaints no later than 14 (fourteen) calendar days and other suggestions and submissions no later than 30 (thirty) calendar days after their receipt.

5. SERVICE FEE AND SETTLEMENT

- 5.1. The Customer undertakes to pay the Service provider for the Services used pursuant to the Contract, the Price list and the Customer's Package.

- 5.2. The Service is subject to the Price list displayed in the Mobile app/E-service/Website at the start of charging. The Price list may vary by country and charger. The Price list may also differ depending on whether the Customer has logged in to use the Service or not (ie whether they are using the Service as a Registered user or an Ad hoc user).
- 5.3. If the Customer uses the Service as an Ad hoc user, the fee for the Service used will be charged to the account linked to the Bank card provided by the Ad hoc user each time and on the same day the Service is used.
- 5.4. If the Customer uses the Service as a Registered user, depending on the Customer's Package, the fee will be either (i) charged to the account linked to the Bank card immediately after using the Service on the same day, (ii) charged to the account linked to the Bank card once per month for the Service used in the previous month on the payment date specified in the Package or (iii) paid by the Customer by bank transfer on the basis of the invoice issued by the Service provider for the Service used in the previous month on the payment date specified in the agreement, if the parties have specifically agreed on such a payment method.
- 5.5. In some Charging stations, the Service may be paid for by Contactless payment. If the Customer wants to use the Contactless payment method, they have to first verify that the Charging station accepts Contactless payment. If Contactless payment is not possible, the Customer can use another payment method established in the Contract.
- 5.6. The Customer agrees that their payment data is processed by the intermediary payment Service provider for the purposes of payment, using their Bank card details.
- 5.7. The Service provider issues to the Registered user an invoice or a receipt for the Service used to the Registered user's email address, which they provided upon registration of the User account (or allows the Registered user to see payment details in the E-service or the Mobile app).
- 5.8. The Service provider issues to the Ad hoc user a receipt for the Service used, if the Ad hoc user has requested it in the Mobile app or the E-service and provided their email address.
- 5.9. The payment is made in the currency indicated in the Price list.
- 5.10. If the Customer fails to pay for the Service or if the bank account linked to the Customer's Bank card has insufficient funds to pay for the Service on the payment date, the Service provider has the right to demand from the Customer the contractual penalty specified in the Price list.. That contractual penalty is intended to cover the Service provider's minimum costs related to the administration of such restriction.
- 5.11. The Registered user has a current and detailed overview of the use of the Service in the E-service and the Mobile app.

6. RESTRICTION OF SERVICE PROVISION

- 6.1. Service provision may be restricted in part or in full in the cases provided for in the Contract either at the initiative of the Customer or the Service provider.
- 6.2. The Customer has the right to request the Service provider to restrict the provision of the Service to their User account, generally for a period of up to one (1) month. The Service provider will restrict the provision of the Service to the User account from the date of submission or receipt of the application or from the date indicated therein. The application must include the desired Service restriction period of the User account, conditions and, where possible, the reasons for the restriction of the Service. The Customer can restrict the use of the Service themselves in the Mobile app.

- 6.3. In the event of theft or loss of the Charging card, the Customer must immediately submit an application to Service provider for the restriction of the provision of the Service. Until the restriction of the provision of the Service, the Customer is responsible for paying for the Service provided using their Charging card. In the circumstances described above, the Service provider will, by way of exception, restrict the Service provision to the User account linked to the Charging card on the basis of a verbal notification by the Customer.
- 6.4. Upon receipt of a verbal notification, the representative of the Service provider has the right to ask the Customer questions about the Customer requesting the restriction of the provision of the Service based on information in the database in order to verify their identity.
- 6.5. The Service provider may temporarily or permanently restrict the provision of the Service either in a specific Charging station or across the Service as a whole if this is necessary for the purpose of eliminating a malfunction, repair/maintenance of charging equipment, software updates, replacement of charging equipment or due to changes in legislation, technical standards or business decisions or force majeure. Where possible, the Service provider will inform Customers in advance of the restriction of the Service via the Website or media.
- 6.6. The Service provider may restrict the provision of the Service to the Customer or change the settlement model in the event of the following circumstances:
 - 6.6.1. the account linked to the Customer's Bank card has no available funds to pay for the Service;
 - 6.6.2. the Customer's Bank card expires and the Customer does not enter the details of a valid Bank card;
 - 6.6.3. the Customer is in arrears for the Service used or the Customer's creditworthiness is insufficient;
 - 6.6.4. the Customer is the subject of bankruptcy proceedings or the liquidation or compulsory liquidation proceedings of a legal person;
 - 6.6.5. the Customer has not notified the Service provider of changes in their postal address or other details, or if the Customer's invoice(s) is (are) returned to Service provider stating that the Customer is not at this address, has moved, refuses to accept mail, etc;
 - 6.6.6. the Customer mediates or sells the Service to third parties;
 - 6.6.7. a third party uses the Charging card against the Customer's interests;
 - 6.6.8. the Customer uses the Charging card, the E-service or the Mobile app against the interests of other persons, Customers or the Service provider;
 - 6.6.9. the restriction is due to the performance of obligations of the Service provider set out in legislation.
- 6.7. Upon restriction of the Service, the Charging card will become invalid.

7. VALIDITY, AMENDMENT AND TERMINATION OF THE CONTRACT

- 7.1. The Contract enters into force upon its conclusion and is indefinite, unless otherwise agreed by the parties.
- 7.2. The Contract may be amended in writing or in a format reproducible in writing by agreement of the parties or on other grounds established in the Contract or the law.
- 7.3. The Service provider has the right to cancel the Contract by giving 30 (thirty) days' notice to the other party at least in a form reproducible in writing.
- 7.4. The Service provider has the right to cancel the Contract without prior notice if:

- 7.4.1. the Customer is in arrears and has not settled the debt within 30 days of receiving the debt notification from the Service provider;
- 7.4.2. the Customer is insolvent;
- 7.4.3. the use of the Customer's Charging card contradicts the conditions of the Contract;
- 7.4.4. the Customer is in material breach of the Contract, in particular if this leads to damage to the Service provider.
- 7.5. The Customer has the right to cancel the Contract at any time under the conditions specified in the Contract by submitting to the Service provider an application in a form reproducible in writing. Following the cancellation request, the Service provider will restrict the provision of the Service to the Registered user via their User account no later than the next working day, unless otherwise agreed by the parties.
- 7.6. A consumer has the right to withdraw from the Contract without reason by notifying the Service provider within 14 (fourteen) calendar days of the conclusion of the Contract. The consumer loses their right of withdrawal for the Service already used if they start charging prior to the end of the withdrawal period.
- 7.7. Cancellation of the Contract does not release the Customer from their obligation to pay for the Service used.
- 7.8. The Service provider has the right to unilaterally amend the T&C, the Package conditions and the technical conditions of the Service by notifying the Customer via the Website or media at least 14 (fourteen) days before the changes enter into force. The Service provider informs the Registered user by e-mail, unless the amendment does not cause negative consequences for the Customer. The Service provider has the right to unilaterally amend the T&C and the Package conditions or establish new T&C if this is required by changes in the applicable legislation, by substantive development in the relevant field or Service, by the creation of additional or better opportunities for the use of the Services by Customers, or by the need to specify the circumstances or business risks associated with the provision or use of the Services.
- 7.9. The aforementioned notice period does not apply to changes to the Price list of the Service. Due to the long duration of the Contract and the volatility of the price of electricity, the Service provider has the right to unilaterally amend the Price list at any time, and the Service is always subject to the Price list displayed in the E-service or the Mobile app at the start of charging. The Customer is responsible for reviewing the valid Price list, and the Customer must take into account that in order to view the valid Price list in the E-service or the Mobile app, the Customer's device must be connected to the internet.
- 7.10. If the Customer does not agree to the amendments to the T&C or the Package conditions or to the new T&C, they have the right to cancel the Contract by notifying the Service provider in the manner set out in section 9 within 14 (fourteen) days of the date on which the notification regarding the amendments or the entry into force of new T&C was issued.
- 7.11. Cancellation of the Contract does not release the Customer from the obligation to perform the obligations arising from the Contract until the cancellation thereof, whereas the current T&C will apply to the Customer with regard to the performance of these obligations.
- 7.12. If the Customer does not cancel the Contract within 14 (fourteen) days of the notification regarding the amendments to the T&C or the Package conditions or the entry into force of new T&C, it is deemed that they have silently expressed their intention to agree to the amended T&C, Package conditions or new T&C and have no claims against the

Service provider in this regard. The amended or new T&C or Package conditions will become an integral part of the Contract from the date of their entry into force and will be binding on the parties. The validity of the previously valid provisions of the T&C or the T&C will be deemed to have expired.

8. LIABILITY

- 8.1. The Service provider is liable to the Customer for caused damages according to the applicable law.
- 8.2. The Customer is liable for material damage caused to the Service provider as a result of using the Service.
- 8.3. Among other things, the Customer is liable for any material damage caused to the Service provider by the actions/inactions of third parties using the Charging card, E-service or the Mobile app on behalf of the Customer.
- 8.4. The Customer is responsible for the suitability and safety of the equipment and adapters connected by the Customer at the Charging station.
- 8.5. The Service provider is not responsible for any failures, errors, the smoothness of the Service, including the non-performance of the E-service, the Mobile app or the Charging card caused by issues in the use or functionality of the Service.
- 8.6. If the Customer fails to pay the invoice by the due date, the Service provider has the right to charge the Customer interest on the outstanding principal amount, which is of 0.2% per day for legal persons and 0.05% per day for natural persons, until the full payment of all amounts, but not in a bigger amount as allowed by law. The interest on late payment will be calculated from the day following the due date and will end on the day of receipt of the fees (included).
- 8.7. Breach of Contractual obligations is excusable if it was caused by force majeure. Force majeure is a circumstance which could not be influenced by the party and which, at the time of the conclusion of the agreement, the party could not reasonably have been expected to take into account or avoid or overcome or the consequences of which they could not reasonably have been expected to overcome.
- 8.8. The party whose performance of the Contract is hindered by force majeure is obliged to immediately notify the other party thereof.

9. NOTIFICATION PROCEDURE

- 9.1. Notices, consents, approvals and other declarations of intent are deemed to have been delivered in accordance with the Contract, if the declaration of intent has been delivered to the other party verbally, in writing, in a form reproducible in writing or electronically, using the contact details specified in the Contract, unless a specific permitted form has been separately agreed in the Contract or T&C for the submission of a specific declaration of intent, and the Customer has had a reasonable opportunity to review it. Verbal declarations of intent are deemed to have been delivered if the Service provider has recorded it.
- 9.2. The Customer must notify the Service provider immediately of any changes to the contact details in the Contract. The Customer can change their contact details in the E-service or the Mobile app or by sending a notification using the Service provider's contact details.

- 9.3. The parties must inform each other immediately of any circumstances preventing the performance of the Contract.

10. FINAL PROVISIONS

- 10.1. If the Customer has consented, the Service provider and its authorised representatives may process the Customer's data for marketing purposes in order to provide the Customer with more personalised, convenient and affordable solutions when providing the Service.
- 10.2. The Service provider processes the Customer's personal data in accordance with the Service provider's policy on Customer data processing, which is available on the Service provider's Website.
- 10.3. Unless otherwise stated in a specific provision, references to clauses mean the clauses of the T&C.
- 10.4. If a provision of the Contract is found to be void in whole or in part due to non-compliance with the law, the validity of the remaining provisions or parts thereof will not be affected. The parties must do their utmost to replace the invalid provision with a valid provision, which corresponds to the content and purpose of the Contract.
- 10.5. If a party is forced to incur expenses in order to recover the debt from the other party, the other party undertakes to reimburse all expenses incurred in recovering the debt. Of the amounts paid to cover the debt, first the interest on arrears is deemed to have been paid, then the expenses related to collecting the debt (including legal costs) and finally the principal debt.
- 10.6. All disputes arising from the Contract will be resolved by the parties through negotiation. Consumers have the right to recourse to the consumer protection authority of the country where the Service is used:
- 10.6.1. In Estonia – Consumer Protection and Technical Regulatory Authority, Endla street 10A, 10122 Tallinn, email info@ttja.ee, <https://www.ttja.ee/en>;
- 10.6.2. In Latvia – Consumer Rights Protection Centre of Republic of Latvia, Brivibas street 55, Riga, LV 1010, email past@ptac.gov.lv, <https://registri.ptac.gov.lv/en/content/consumer-protection-0>;
- 10.6.3. In Lithuania - Consumer Rights Protection Authority, Vilniaus g. 25, 01402 Vilnius, email tarnyba@vvtat.lt, <https://www.vvtat.lt>;
- 10.6.4. In Poland - Office of Competition and Consumer Protection, Plac Powstańców Warszawy 1 00-950 Warszawa, email uokik@uokik.gov.pl, <https://uokik.gov.pl/home.php>;
- 10.6.5. As well as the consumer can complete the complaint form through the European platform of alternative consumer disputes – ODR platform (<https://ec.europa.eu/odr/>).
- 10.7. If the parties fail to reach an agreement, the dispute will be settled in a court proper for the place where Services was or should have been provided. The Contract is subject to the law of the country where the Service is used.