

**ELEPORT OÜ**  
**GENERAL TERMS AND CONDITIONS OF THE CHARGING SERVICE**  
**Valid from 22.05.2023**

These General Terms and Conditions of the Charging Service shall apply from the above date to all Charging Service Contracts concluded between Eleport OÜ and the Customer.

**1. Definitions**

The definitions in the General Terms and Conditions and the Contract are as follows.

<b>Business Client</b>	is a legal person Customer.
<b>Charging Card</b>	i.e. the RFID card is a physical card issued by Eleport to the Customer, through which Eleport identifies the Customer's identity at the Charging Point and through which the Customer can start using the Charging Service. The Charging Card has no payment function.
<b>Charging Fee</b>	is the amount to be paid by the Customer for each Charging Service.
<b>Charging Point</b>	is the location where the Charging Service can be bought. Charging Points are divided into a Slow Charging Points (with a maximum capacity of 22 kW) and Fast Charging Points (with a capacity of more than 22 kW).
<b>Charging Price</b>	is the price of the Charging Service valid at the time of using the Charging Service and applicable to the Customer, which can be seen in the Mobile Application and/or the Price List on the Website. The Charging Price is constantly changing in time.
<b>Charging Service</b>	is a Vehicle charging service sold by Eleport to the Customer at the Charging Point.
<b>Consumer</b>	is a private person Customer.
<b>Contract</b>	is the agreement for Charging Services, consisting of the text of the Contract and these General Terms and Conditions.
<b>Customer</b>	is a natural person (Consumer) or a legal person (Business Client) who has concluded a Contract with Eleport.
<b>Eleport</b>	is the seller of the Charging Service, Eleport OÜ, registry code 14053046, address Sõpruse pst 145, Tallinn, e-mail: <a href="mailto:info@eleport.ee">info@eleport.ee</a> .
<b>General Terms and Conditions</b>	are these General Terms and Conditions.

<b>Mobile App</b>	is Eleport's software, through which the Customer can get information about the availability and locations of Charging Points and log in to their User Account.
<b>Owner of a Charging Point</b>	is the person who owns a Charging Point.
<b>Party / Parties</b>	is together or separately Eleport or Customer.
<b>Price List</b>	is the Eleport's price list on the Website that is applicable to the Parties.
<b>Registration Page</b>	is Eleport's web platform at <a href="https://register.eleport.com">https://register.eleport.com</a> , through which the Customer's payment account information is changed and sent to Eleport.
<b>User Account</b>	is the Customer's account in the mobile app, through which the Customer can start using the Charging Service and view the history of his/her Charging Service consumption. To log in to the User Account, the Customer's identity is identified via Smart ID or mobile ID.
<b>Vehicle</b>	is an electrical vehicle within the meaning of the 22.10.2014 directive 2014/94/EU of the European Parliament and the Council.
<b>Website</b>	is the website of Eleport at <a href="http://eleport.com">eleport.com</a> .

- 2. Creating a User Account, concluding a Contract, Customer's contact information**
- 2.1. Eleport's Charging Service is available only to the Customers that have concluded a Contract with Eleport. The person who wishes to conclude a Contract must first create a User Account.
- 2.2. Creating the User Account. The User Account is created via the Registration Page, where you must first choose whether you want to become a Customer as a Consumer or a Business Client, then verify your identity and conclude the Contract. When creating a User Account, the Customer publishes and confirms their data, familiarizes themselves with these General Terms and Conditions and [Privacy Policy](#) and verifies they have read the abovementioned documents.
- 2.3. Payment card. The Consumer must link their payment card to the User Account, through which payments for the Charging Service are made. The Consumer guarantees the validity of the payment card associated with the User Account, the possibility of debiting the Charging Fee from the payment card, including the availability of sufficient funds to pay for the Charging Service, and the correctness of the use of the payment card. Upon expiry of the payment card or inability to use the payment card for any other reason, the Consumer shall change the payment card data associated with the User Account to the data of a valid payment card used by the Consumer.
- 2.4. Signing the Contract. The Contract is displayed to the Customer on the Registration Page immediately after the Customer creates the User Account. The Contract is deemed concluded between the Parties after the Customer has digitally signed the Contract on

the Registration Page. Not signing the General Terms and Conditions shall not affect the validity of the Contract.

- 2.5. Consumer confirmation and right of withdrawal. By concluding the Contract, the Consumer declares their intention to start using the Charging Service within the right of withdrawal arising from § 49, subsection 1 of the Law of Obligations Act, and confirms that they have no right of withdrawal regarding the Charging Service they have already used. The Consumer has the right to withdraw from the Contract under the conditions and procedure stipulated in the Law of Obligations Act by notifying Eleport thereof within fourteen (14) days of the conclusion of the Contract. To withdraw from the Contract, the Consumer shall fill out the standard form published on the Website, sign it, and send it to Eleport. Withdrawal from the Contract does not release the Consumer from the obligation to pay Eleport for the Charging Services used based on the Charging Price under the conditions and procedure stipulated in Article 4 of the General Terms and Conditions.

### **3. Issuing and using the Charging Card**

- 3.1. Issuing of the Charging Card. Following the conclusion of the Contract, on the basis of an order submitted by the Customer, Eleport shall issue and deliver the Charging Card to the Customer to the postal address specified by the Customer in the order. The Customer must ensure that they enter a postal address to the Contract at which they can receive mail. The Customer can place orders for Charging Cards via the User Account by entering the account through the Registration Page.
- 3.2. Using a Charging Card. The Customer guarantees and is responsible for having the Charging Card in the possession of a person who has the right to use the card for and on behalf of the Customer. The Customer is responsible for every operation performed with the Charging Card.
- 3.3. Loss or destruction of the Charging Card. In case of loss or destruction of the Charging Card, the Customer must immediately close the card via the Mobile App or notify Eleport of the loss of the Charging Card immediately at the e-mail address [abi@eleport.ee](mailto:abi@eleport.ee). Eleport shall issue a new Charging Card instead of the lost card at the Customer's request, for which the Customer shall pay the fee specified in the Price List.

### **4. Provision of the Charging Service**

- 4.1. Eleport provides the Customer with the Charging Service at the time and at the Charging Point chosen by the Customer and based on the Charging Price valid at the time of Charging. The Charging Points are located in the locations indicated on the Website and/or in the Mobile App.
- 4.2. Customer's obligations before using the Charging Service. The Customer must familiarize themselves with the user manual of the Charging Point being used and ensure that the electrical equipment and installations of the Vehicle they charge meet the requirements presented on the Registration Page and at the Charging Points. The Customer shall identify and evaluate the compliance and safety of the Vehicle before starting to use the Charging Service. Eleport is not responsible for the provision or non-

provision of the Charging Service, and does not compensate the Customer for any damage caused by the Vehicle's non-compliance with the requirements.

- 4.2.1. Obligation to follow the parking regulations. The Customer must comply with the applicable parking regulations at the Charging Point, including the obligation to pay the parking fee. Eleport is not responsible for damage caused to the Customer due to violation of the parking regulations or failure to pay the parking fee.
- 4.3. Customer identification. Eleport identifies the Customer on the basis of the Mobile App or the Charging Card at the beginning of providing the Charging Service. Eleport considers all Customer identifications performed on the basis of the Mobile App and the Charging Card to be valid for the Customer.
- 4.4. Customer's obligations when using the Charging Service. When using the Charging Service, the Customer must carefully follow the user manual of the Charging Point being used and not interrupt the use of the Charging Service by another user. The Customer is responsible for all damages caused to Eleport, the owner of the Charging Point or another user by damaging or breaking the Charging Point, as well as by not following the user manual of the Charging Point and/or interrupting the provision of the Charging Service to another user. The Customer must inform the owner of Eleport immediately about all defects and problems that have occurred at the Charging Point. Notification is made according to the instructions for use of the Charging Point or in another way notified to the Customer.
- 4.5. Limitation of Eleport's liability. Eleport is not responsible for any failures, delays or errors that may occur in the provision of the Charging Service, as well as for the smoothness of using the Charging Service, failure of the Charging Card or other technical identification means, or other damage caused by problems related to the use or functionality of the Charging Service. Eleport is also not responsible for failures, delays or errors that may occur in the activities of other service providers, the smoothness of service use, or other damage caused by problems related to the use or functionality of the Charging Service, as well as damage caused by another Customer or a third party.
- 4.6. Obligation to minimize damages. In order to avoid damage, in the event of a threat of damage or in the event of damage, a Party is obliged to take all measures to prevent and limit damages that can reasonably be required and expected from the Party.

## **5. Charging Fee, fine for delay**

- 5.1. Charging Fee. The Customer shall pay a Charging Fee for using the Charging Service, which is calculated based on the Charging Price valid at the Charging Point at the time of charging. The Charging Price valid at the time of charging at the Charging Point and the Charging Fee calculated for the charge can be seen in the Mobile App.
- 5.2. Payment of the Charging Fee. The Customer shall pay the Charging Fee to Eleport for the Charging Services used in the previous calendar month as follows:
  - 5.2.1. Business Clients shall pay the Charging Fee based on the invoice provided by Eleport. Eleport sends the invoice to the e-mail address of the Business Client stated in the Contract, unless the Parties have agreed otherwise. The invoice payment term is seven (7) days.

- 5.2.2. Eleport debits the Charging Fee charged to the Consumer from the payment card linked to the User Account on the 10th day of the month following the month of using the Charging Service. If the 10th is not a business day, debiting will take place at Eleport's discretion either on the business day before or after the 10th. The payment service provider is Stripe, in whose environment the Consumer's payment card data is stored. The Consumer shall ensure the availability and sufficiency of funds in the amount required to pay the Charging Fee. Eleport informs the Consumer if the payment of the Charging Fee in the total amount was not successful. The Consumer shall eliminate the obstacle arising from the Consumer without delay. Eleport has the right to repeatedly deduct the Charging Fee and the fine for delay calculated from the Charging Fee until the settlement of the total amount is successful. If the payment is successful, Eleport shall send the confirmation of the transaction to the Consumer by e-mail.
- 5.3. The right to submit claims. The Customer must check the correctness of the calculated Charging Fee after each use of the Charging Service. The Customer has the right to submit claims within three (3) working days of learning about the calculation of the erroneous Charging Fee. When submitting a claim, the correctness of the claim must be proven. If the claim is not submitted by the deadline, the provided Charging Service is deemed to have been accepted by the Customer.
- 5.4. Fine for delay. In case of delay in the payment of payments arising from the Contract, Eleport has the right to charge 0.066% of the owed amount per day from the day following the payment deadline until the day of final payment of the owed amount.

## **6. Discontinuation of the provision of the Charging Service**

- 6.1. Interruption of the Charging Service for administration, maintenance and improvements. Eleport has the right to interrupt the provision of the Charging Service during maintenance, repair, construction and renovation operations. In addition, the provision of the Charging Service may be interrupted to manage the energy system and electricity balance, to ensure the quality of the electricity supply, or for other similar operations. Also to prevent possible danger or damage, including to Eleport, Customer, Vehicle, Charging Point, etc.
- 6.2. Interruption of the Charging Service if the Vehicle battery is sufficiently charged. Eleport has the right to interrupt the Charging Service session if the Vehicle's battery charge level is more than 89%.
- 6.3. Interruption of the Charging Service due to a reason caused by the Customer. Eleport has the right to refuse to provide the Charging Service to the Customer and/or to terminate the Charging Service without delay, if the Customer is in debt to Eleport or there is a suspicion that the Charging Card has fallen into the possession of a third party, or there is a suspicion that the Charging Service is being used contrary to the terms of the Contract or in another illegal or inappropriate way considering the purpose of the Charging Service. Discontinuing the Charging Service due to circumstances caused by the Customer (e.g. due to the Customer's indebtedness) does not affect the Customer's obligations arising from the Contract, including the obligation to pay for the Charging Service. Eleport has the right to restrict the Customer's access to the User Account until

the debt is paid. In addition, Eleport has the right to charge the Customer a reasonable fee for sending a written or electronic suspension notice, plus for possible handling costs.

- 6.4. Reporting of power outages. Eleport shall inform the Customer about the interruption of the Charging Service and the reason for the interruption electronically or in another way chosen by Eleport.

## **7. Term, modification, transfer and termination of the Contract**

- 7.1. The Contract shall be valid without a term.
- 7.2. Ordinary cancellation of the Contract. Both Parties have the right to cancel the Contract by submitting a written notice of cancellation to the other Party by e-mail at least two (2) weeks in advance.
- 7.3. Extraordinary cancellation of the Contract. Eleport has the right to cancel the Contract extraordinarily without notice if the Customer has significantly violated the obligations arising from the Contract or if the provision of the Charging Service is interrupted based on clause 6.3 of the General Terms and Conditions.
- 7.4. Changing the Price List. Eleport has the right to change the Price List by publishing the new Price List on its Website.
- 7.5. Changing the Charging Prices. Charging Prices are constantly changing over time. Charging is subject to the Charging Price which is valid at the time of charging at a specific Charging Point and which is displayed in the Mobile App.
- 7.6. Changes in the General Terms and Conditions. Eleport has the right to change the General Terms and Conditions in order to improve the provision of the service or as a result of changes in legislation, notifying about the changes on the Website and/or by e-mail. For new Customers, the new General Terms and Conditions shall enter into force immediately. For existing Customers, the new General Terms and Conditions shall enter into force 30 (thirty) days after notification of the change to the General Terms and Conditions. If the Customer does not agree to the changes to the General Terms and Conditions, they have the right to immediately cancel the Contract before the General Terms and Conditions enter into force.
- 7.7. Transfer of Contract. The Customer may not transfer the Contract to a third party. Eleport has the right to transfer the Contract to a third party by notifying the Customer of the transfer. The recipient of the Contract shall continue to perform the contractual obligations. The terms of the Contract shall not be changed when the Contract is transferred.
- 7.8. Change of contact information. A Party must inform the other Party by e-mail immediately about the change in their data specified in the Contract and of any other significant circumstances that were not known at the time of the conclusion of the Contract but is important for the execution of the Contract.

## **8. Data protection**

- 8.1. Eleport processes the Customer's personal data to perform the Contract. Personal data is processed to the extent, under the conditions and procedure specified in [Eleport's Privacy Policy](#).

## **9. Final provisions**

- 9.1. Priority. In the event that there is a contradiction between the contractual documents, the Contract and the Price List shall apply first, and in circumstances not covered in the Contract, legislation shall be followed.
- 9.2. Applicable legislation. The Contract is governed by Estonian legislation.
- 9.3. Legal remedies. The Customer has the right to use the legal remedies provided by law in case of non-compliance with the terms of the Charging Service Contract.
- 9.4. Settling of disputes. Disputes arising from the Contract shall be resolved through negotiations between the Parties and, in case of failure of negotiations, at Harju County Court. The Consumer also has the right to appeal to the Consumer Disputes Committee operating at the Consumer Protection and Technical Supervision Board ([www.ttja.ee/avalduse-esitamine](http://www.ttja.ee/avalduse-esitamine)) or to the court of their place of residence.
- 9.5. Customer confirmation. By signing the Contract, the Customer confirms that they have thoroughly read the Contract (including the General Terms and Conditions) and familiarized themselves with the Price List. Based on the above circumstances, the Customer is aware of the terms of the Contract and the terms of the Charging Service provided by Eleport. The Parties consider that by signing the Contract, the Customer has confirmed their agreement with the terms of the Contract and the Price List and their wish to conclude the Contract under the conditions stated in the Contract.