

## Terms of service

Effective from September 10, 2021

### 1. Terms used

- 1.1. EMP - Electro Mobility Provider a company in Latvia or abroad that has an agreement with Customers on the provision of Charging Services.
- 1.2. EV - electric vehicle.
- 1.3. Card - a plastic RFID card, an authentication means that the Customer receives upon concluding a contract and which is intended for receiving the Service with post-payment.
- 1.4. Customer - a natural or legal person who receives the Service.
- 1.5. Service - EV charging service at the Charging Station provided by the CSDD for a fee in accordance with these Terms of Use. Information about the price of the charging service at a specific Charging Station is indicated on the Portal. Charging stations may only be used for their intended purpose - EV charging, which supports the charging of the relevant standard.
- 1.6. Portal - the website portal.e-mobi.lv, where the Charging Stations map is available and information about the Service, Charging Stations, Terms of Service and Privacy Policy is maintained. Each registered Customer on the Portal has a personal office with information on receiving the Service.
- 1.7. Charging process - power transmission between the Charging Station and the EV to charge its running battery.
- 1.8. Charging station - a stationary charging device with the help of which it is possible to charge EV. Charging stations are equipped with cables or sockets. They can be used for DC charging with CCS (Combo 2) or CHAdeMO connectors or for AC charging with a Type 2 connector. Information about the charging connectors available at a particular Charging Station is provided on the Portal and in the mobile application.

### 2. General

- 2.1. The network of e-mobi charging stations is maintained and administered by SJSC "Road Traffic Safety Directorate", Sergeja Eizensteina Street 6, Riga LV-1079, reg. No. 40003345734 (hereinafter - CSDD). Information on the locations of Charging Stations is available on the Internet Portal and mobile applications.
- 2.2. The portal is maintained and administered by JSC "UNIFIEDPOST", reg. No. 40003380477 on behalf of the CSDD. On behalf of the CSDD, JSC "UNIFIEDPOST" enters into transactions with Customers who receive the Service at the Charging Stations and ensure acceptance of fees for it.
- 2.3. Payments for the Service are possible with (hereinafter - the Payment Method):
  - 2.3.1. Post-paid;
  - 2.3.2. Mobilly mobile application;
  - 2.3.3. SMS;
  - 2.3.4. Mobile applications or authentication cards of other EMP.

### 3. Using the charging station

- 3.1. Customers are obliged to read these terms and conditions and comply with them when starting to use the Service. By agreeing to these terms, the Customer is responsible for all actions, payment transactions and other obligations performed using the selected Payment Method.
- 3.2. Customer authentication at the Charging Station takes place according to the selected Payment Method. When performing authentication, the Customer must follow the instructions on the display of the Charging Station and / or in the mobile application.
- 3.3. The customer is responsible for the safety of himself, the people around him, his EV and its equipment during charging.
- 3.4. The Customer is responsible for compliance with safety requirements and use of the Charging Station in accordance with these regulations. By starting to use the Charging Station, the Customer confirms that he is aware of and assumes the risks associated with its improper use. The customer undertakes to observe and take all safety measures so that, for example, but not limited to, the cable connection does not pose a threat to third parties. The Customer must immediately notify the Customer Service by phone +371 22001859 or e-mail info@e-mobi.lv about any noticed or incurred damage to the Charging Station, regardless of the reasons for the damage. The Customer is materially liable for any losses incurred as a result of improper use of the Charging Station.
- 3.5. The area in front of and directly next to the Charging Station shall only be used for its intended purpose and shall be used only during EV charging. The use and use of them is subject to the applicable regulatory enactments, including the Road Traffic Regulations.

3.6. Blocking of the charging station or car park, as well as the use of electricity for purposes other than charging the EV, is prohibited.

#### **4. Working hours**

4.1. The Charging Stations managed by the CSDD are available 24 hours a day, except during maintenance, repair or other work related to the maintenance or operation of the Charging Station. Charging stations of other managers can be used during their working hours. Information on the opening hours of the specific Charging Station is indicated on the Portal or on the station.

#### **5. Payment terms**

5.1. The fee for the Service is charged according to the tariff indicated for the Charging Station. When using payment methods provided by other EMPs, the rate may vary.

5.2. If a time tariff is set at the Charging Station, then the Customer must take into account that in the Portal and mobile application the charging start and end time is displayed with an accuracy of up to 1 minute, but the chargeable charging time is also calculated for less than a minute. For example - if the charging starts at 17:00:10 and ends at 17:20:30, then the charging starts and end times on the Portal and mobile application will be displayed as 17:00 and 17:20. However, since the actual charging time is 20 minutes and 20 seconds, the charge will be calculated for 21 minutes.

5.3. The charging time shown on the charging station display is an indication of the charging time from the start of authentication until the charging process is complete and the charging station ends communication with the EV and the connector can be disconnected.

5.4. There may be a difference between the indicative charge time displayed on the charging station display and the actual charging time recorded in the metering system.

5.5. By starting the service, the Customer agrees to the specified Service fee.

#### **6. Payment methods**

6.1. Post-paid service - available to Customers registered on the Portal who use the Card for authentication. Payment for the Service is made in accordance with the invoice. An invoice is prepared at the beginning of the month for the Services provided in the previous month and is sent to the Customer's e-mail. If the Service has not been received in the given month, no invoice will be sent.

If the Customer does not carry the Card or it is damaged - charging can be performed from the mobile application by selecting the Charging Station and connector. When starting charging, follow the instructions in the mobile application and on the Charging Station display.

6.2. Charging with Mobilly mobile application - available for registered Mobilly customers. See the Mobilly mobile application for instructions.

6.3. Charging with SMS - Charging can be started and stopped by sending an SMS. SMS codes are indicated on the Charging Stations, in the mobile application and on the Portal. The charging fee will be added to the Customer's phone bill. The service is available to post-paid LMT and Bite customers registered in Latvia. An operator's fee may apply for this service.

6.4. Download without e-mobi contract by scanning the QR code - roaming service using the has.to.be GmbH mobile web page:

6.4.1. The customer must scan the QR code with the smartphone at the connector to be used for charging. The Customer will be redirected to the mobile web page of the company has.to.be GmbH (Austria), where he must follow the instructions for adding a VISA or MASTERCARD payment card or PayPal account and starting the charging process;

6.4.2. EUR 0.10 is reserved before recharging to make sure that the payment card or PayPal account is active. After that, 80 EUR is reserved, which covers the possible maximum charging costs for e-mobi or other stations in Latvia and abroad. When the charging is completed, the fee for the Service is charged, while the difference between the reserved amount and the Service fee is returned;

6.4.3. the minimum charging fee is charged for 15 minutes.

6.4.4. The service tariff differs from the e-mobi tariff indicated on the Charging Station;

6.4.5. 80 EUR are reserved for each attempt to start charging;

6.4.6. in cases where there are problems with data transmission or data processing of the Customer's payment card, the reserved amount may be withheld until the situation is clarified or in accordance with the regulations of the payment card issuer.

6.5. Charging stations are connected to the international roaming network, so it is possible to charge them using authentication means issued by other EMPs or mobile applications. When charging using authentication means issued by other EMPs or mobile applications, the Service Tariff may differ from the e-mobi tariff according to the roaming tariff set by the respective EMP. In case of questions about settlements and return of reserved amounts, the Client must contact the relevant EMP.

## **7. Support**

7.1. Information and technical support are available to customers on working days from 8:00 to 20:00 and on Saturdays from 10:00 to 17:00 by phone +371 22001859, or by e-mail info@e-mobi.lv. At other times, the information is only accepted and answers are provided the next business day.

7.2. The client can receive information and assistance on:

7.2.1. Charging station operation and problems;

7.2.2. error messages;

7.2.3. information on the location of the nearest Charging Station;

7.2.4. a forgotten, lost or non-functioning Payment Method;

7.2.5. other information related to the use of Charging Stations.

## **8. Communication**

8.1. The Customer agrees that legally binding information and notices are sent to the e-mail address specified by the Customer in the agreement or mobile application. In case of changes in contact information (for example, name, surname, company details, address, e-mail address and bank details), immediately inform by phone +371 67066515 or e-mail helpdesk@reini.lv or make appropriate changes in the mobile application.

8.2. If the Customer has not informed about the change of contact information, then legally binding notifications sent to the last known address are considered received.

## **9. Liability**

9.1. After starting the charging, the Customer is obliged to make sure that the EV receives electricity and the charging process is successful. If no electricity is supplied / received during charging, charging must be stopped and it must be ensured that the EV is in a mode that allows it to be charged.

9.2. CSDD and other charging station managers are not responsible if the Customer uses obviously damaged Charging Stations or uses them not in accordance with these terms.

9.3. The customer is responsible for the selected charging connector and the suitability of the vehicle for the selected charging device.

9.4. The CSDD and other charging station managers are not responsible for disturbances or deterioration of the quality of the Service in the Charging Stations, if the elimination of their cause is not in the control of the CSDD or other charging station managers, i. if the Charging Station does not operate or operates improperly and is caused by force majeure circumstances beyond the control of the CSDD or other Charging Station Managers.

## **10. Changes to the Terms of Use**

10.1. Changes or amendments to the Terms of Use shall take effect after their publication on the Portal.

10.2. Customers are notified of changes in the Terms of Use 10 days in advance.

10.3. By continuing to use the charging service, the Customer agrees to changes or amendments to these terms of use. If the Customer does not agree with the changes or amendments to the terms of use, then the Customer has the right to refuse to use the charging service by informing about it by phone +371 22001859 or by e-mail info@e-mobi.lv. Within one week of receiving this notification, the customer's profile on the Portal or mobile application will be closed.

10.4. The current version of the rules is available on the portal. Upon request, the previous versions of the Terms may be sent to the Customer in electronic form to the e-mail address registered on the Portal or in the mobile application.