

Terms of the service

Effective from September 23, 2022

1. Terms used

- 1.1. EMSP - electromobility service provider - a company in Latvia or outside of it, which has a contract with the Customer for the provision of the Service.
- 1.2. CPO – Charge Point Operator – manager of the charging station infrastructure, whose charging stations are used to provide the Service.
- 1.3. EV – electric vehicle.
- 1.4. Card – RFID (Radio Frequency Identification) authentication tool, which the Customer uses when concluding a contract for receiving the Service with post-payment.
- 1.5. Customer – a natural or legal person who receives the Service.
- 1.6. Service – provision of the charging process and related functions, which includes maintenance of charging equipment, data exchange, accounting and processing processes, billing and customer support.
- 1.7. Portal – website portal.e-mobi.lv, where a map of Charging stations is available and information about the Service, Charging stations, terms of use of the Service and Privacy Policy is maintained. Each registered Client has a personal account on the Portal with information on receiving the Service.
- 1.8. Charging process – power transfer between the Charging Station and the EV to charge its running battery while receiving the Service.
- 1.9. Charging station – a stationary charging device 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 AC charging with a Type2 connector. Information about charging connectors is available at a particular Charging Station is indicated in the Portal and mobile application. Charging stations may only be used for their intended purpose – EV charging that supports charging of the respective standard.

2. General

- 2.1. The network of e-mobi charging stations is maintained and administered by Road Traffic Safety Directorate, reg. No. 40003345734, address: Sergeja Eizensteina street 6, Riga, LV-1079, (hereinafter - CSDD). Information about the locations of charging stations is available on the Portal and mobile applications.
- 2.2. The portal is maintained and administered by AS "UNIFIEDPOST", reg. No. 40003380477. On behalf of CSDD, JSC "UNIFIEDPOST" concludes agreements with Customers who receive the Service at Charging stations and ensures acceptance of payment for it.
- 2.3. Billing for the Service is possible with (hereinafter - Payment method):
 - 2.3.1. Postpaid;
 - 2.3.2. Mobilly mobile application;
 - 2.3.3. SMS;
 - 2.3.4. For mobile applications or authentication cards of other EMSPs.

3. Using of the charging station

- 3.1. Before receiving the Service, the Customer familiarizes himself with these terms and, upon starting authentication, confirms that he agrees with the terms of the service and undertakes to comply with them. If the Customer is not satisfied with the Services provided, he has the right to cancel at any time by making a payment for the Service received. The customer is responsible for all actions, payment transactions and other obligations made using the selected Payment method.
- 3.2. Before starting the use of the Service at another CPO's Charging Station, the Customer is obliged to familiarize himself with the terms of use of the Service of the specific CPO and comply with them.
- 3.3. 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.
- 3.4. EV charging may not be possible with the maximum available charging capacity of the particular charging station, as the actual capacity of the charging process is determined by the technical capabilities of the EV, its compatibility with the charging station, the intended charging modes, influenced by factors such as, but not limited to, the condition of the EV running battery, its charge level, ambient and running battery temperature, as well as the current actual performance of the charging station.
 - 3.4.1. The maximum available charging power of CSDD fast charging stations is up to 50 kW (CCS and CHAdeMO connectors) and up to 43 kW (Type2 connector).

- 3.4.2. The maximum capacity of other charging stations can be found on the Portal.
- 3.5. The customer is responsible for the safety of himself, others, his EV and its equipment during charging.
- 3.6. The customer is responsible for observing the safety requirements and using 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.
- 3.7. The Customer must immediately notify the customer service by phone 22001859 or 1859 or e-mail: info@e-mobi.lv of any noticed or occurring defects, damage or problems in the Service, in the Charging process or in the Charging Station, regardless of the reasons for their occurrence. The customer is responsible for damages caused by improper use of the Charging Station.
- 3.8. The provision of the service to the Client may be temporarily suspended or completely terminated in the following cases:
- 3.8.1. in case of payment delay;
- 3.8.2. for security reasons;
- 3.8.3. for IT security or legal compliance reasons;
- 3.8.4. due to other circumstances justifying suspension or termination of the Service, including, but not limited to, misuse of the Service, suspected fraud, or violation of these Terms.
- 3.9. It is the customer's responsibility to disconnect the connector from the EV, place the connector in the designated place, and leave the parking space intended for charging the EV as soon as the charging process is over.
- 3.10. The parking space intended for EV charging can only be used during EV charging. The procedure and responsibility set forth in legal acts apply to the use of parking spaces intended for EV charging.
- 3.11. Blocking a charging station or EV charging parking space, as well as using electricity for purposes other than EV charging, is prohibited.
- 3.12. To use the service, the Customers follow the order of the queue, but the Service Provider does not control the queue of the Customers.

4. Working hours

- 4.1. Information about the working hours of the particular Charging Station is indicated on the Portal or on the Charging Station.

5. Payment terms

- 5.1. The fee for the Service is charged according to the tariff specified for the respective Charging Station. When using payment methods provided by other EMSPs, the tariff may differ.
- 5.2. The Service Provider has the right to change the tariff for the use of the Service without prior notice.
- 5.3. If a time tariff is set at the Charging Station, then the Customer should take into account that the start and end time of charging is displayed in the Portal and mobile application with an accuracy of up to 1 minute, but the chargeable charging time is also calculated for less than a minute. For example – if charging starts at 17:00:10 and ends at 17:20:30, then the charging start and end times will be reflected in the Portal and mobile application as 17:00 and 17:20. However, since the actual duration of charging is 20 min and 20 sec, the payment will be calculated for 21 minutes.
- 5.4. The charging time shown on the display of the charging station is an indicative indicator of the charging time from the start of authentication to the moment when the charging process is completely completed, the charging station ends communication with EV and the connector can be disconnected.
- 5.5. There is a possible difference between the charging time indicator displayed on the Charging Station display and the actual Service time recorded in the accounting system.
- 5.6. By starting the Service, the Customer confirms that he agrees to the specified Service fee.

6. Payment methods

- 6.1. Postpaid Service – available to Customers registered on the Portal who use the Card for authentication. The Customer shall pay for the Service according to the invoice. An invoice is prepared at the beginning of each month for the Services provided in the previous month and sent to the Customer's e-mail. If the Service is not received in a given month, no invoice is sent.

If the Customer does not have the Card with him or it is damaged, it is possible to charge from the mobile application by selecting the Charging station and connector. When starting charging, Customer must follow the instructions in the mobile application and on the display of the Charging Station.

- 6.2. Charging with the Mobilly mobile application – available to registered Mobilly customers. See instructions in the Mobilly mobile application.
- 6.3. Charging by 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 charge fee will be added to the Customer's phone

bill. Charging via SMS is available to postpaid LMT and Bite customers registered in Latvia. An operator fee may apply for this service.

6.4. Charging without an e-mobi contract by scanning a QR code – roaming service using the be.ENERGISED COMMUNITY mobile web page:

6.4.1. The Customer uses a smartphone to scan the QR code at the connector to be used for charging. The Customer will be redirected to the be.ENERGISED COMMUNITY mobile web page, where the Customer follows the instructions for adding a VISA or MASTERCARD payment card or a PayPal account and starting the charging process;

6.4.2. before charging, be.ENERGISED COMMUNITY reserves a certain amount, which covers possible maximum charging costs at e-mobi or other stations in Latvia and outside it. When the charging process is complete, the Service fee is deducted, and the difference between the reserved amount and the Service fee is returned;

6.4.3. at the start of charging, the minimum charging fee is determined.

6.4.4. The service tariff differs from the e-mobi tariff specified for the Charging Station. Before starting charging, the Customer sees the charging tariff and payment conditions;

6.4.5. the amount determined by be.ENERGISED COMMUNITY is reserved for each charging initiation attempt;

6.4.6. Before charging, the Customer must familiarize himself with the terms of service of be.ENERGISED COMMUNITY and agree to them.

6.4.7. In cases where data transmission or Customer payment card data processing problems occur, the reserved amount may be withheld until the situation is clarified or according to the payment card issuer's regulations.

6.5. The charging stations are connected to an international Roaming network, so it is possible to use them using authentication means or mobile applications issued by other EMSPs. When using authentication means or mobile applications issued by other EMSPs, the Service tariff may differ from the e-mobi tariff, according to the Roaming tariff set by the relevant EMSP. In case of questions about payments and the return of reserved amounts, the Client should contact the relevant EMSP.

7. Support

7.1. Information and technical support are available on working days from 8:00 to 20:00 and on Saturdays from 10:00 a.m. to 17:00 by phone 22001859 or 1859, or by e-mail info@e-mobi.lv. The rest of the time, information is only received, and response are provided the next working day.

7.2. The customer can receive information and assistance on:

7.2.1. Operation and problems of charging stations;

7.2.2. error messages;

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

7.2.4. 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 him to the e-mail address specified by the Customer in the contract or in the mobile application. In case of changes in contact information (for example, name, surname, company details, address, e-mail address and bank details), you must immediately notify us by e-mail at helpdesk@rekini.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 is considered received.

9. Liability

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

9.2. The Service Provider is not responsible for damages caused by third parties to the Client, related to the use of the Service.

9.3. The Service Provider is not responsible if the Customer uses obviously damaged Charging Stations or uses them in violation of these regulations.

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

9.5. The Service Provider is not responsible for disruptions or a decrease in the quality of the Service at the Charging Stations and does not guarantee that the Service will always be available to the Customer or that it will be error-free and work without interruptions, if their cause is beyond the Service Provider's control, i.e. if the Service, including the Charging Station, does not work or works inappropriately and it was caused by force majeure circumstances beyond the control of the Service Provider.

9.6. The Customer shall not be compensated for any uncompensated losses that have occurred or may occur due to disruption of the Service or a decrease in its quality, including, but not limited to, lost profits, etc.

9.7. The customer is responsible for any unauthorized use of the means of payment at his disposal. The customer is obliged to notify EMSP immediately or as soon as possible if he believes that his account has been used by an unauthorized person.

10. Changes to the Terms of Use

10.1. Customers are informed about changes in the Terms of Use 10 days in advance.

10.2. By continuing to use the Service, the Customer agrees to changes or amendments to these Terms of Use. If the Customer does not agree to the changes or amendments to the terms of use, then the Customer has the right to refuse the use of the Service by stopping the use of the Service or, if a post-paid contract has been concluded, by informing the e-mail helpdesk@rekini.lv. After receiving this notification, the client's profile in the Portal and mobile application is closed within one week.

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

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