

AS Fitek

Dēļu iela 4, Rīga, LV-1004; tālr. 67066500, fakss: 67066506
 PVN reģ. Nr. LV40003380477
 AS SEB banka, konts LV25UNLA0055000615987

KLIENTA / LĪGUMA NR
 Customer / Agreement Nmb

E-MOBI KARTES LĪGUMS FIZISKĀM PERSONĀM E-MOBI CARD AGREEMENT FOR PRIVAT PERSONS

INFORMĀCIJA PAR KLIENTU / CUSTOMER INFORMATION

Vārds, uzvārds: Name, surname:	
Personas kods: Personal ID code:	
Deklarētā adrese: Official address:	
Dzīvesvietas adrese: Postal address:	
Mobilais tālrunis: Mobile phone:	
E-pasta adrese: E-mail:	

RĒĶINU PAR PAKALPOJUMIEM VĒLOS SAŅEMT / INVOICE FOR THE SERVICES NEEDS TO BE SENT

Uz e-pastu (bez maksas) By e-mail (free of charge) <input type="checkbox"/>	Pa pastu (par papildus samaksu) By mail (for extra charge) <input type="checkbox"/>
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Parakstīt līgumu un saņemt kartes vēlos / I'd like to sign agreement and receive Card

Fitek birojā: Dēļu ielā 4, ieeja 4C, Rīgā (bez piegādes maksas) In Fitek's office: Delu str.4, entr.4C, Riga (without charge for delivery) <input type="checkbox"/>	Ar kurjeru (par papildus samaksu*) By courier (for extra charge*) <input type="checkbox"/>
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*Cenas norādītas / Pricing available emobi.lv

Parakstot šo līgumu KLIENTS apliecina, ka ir iepazinies ar KARTES līguma noteikumiem, piekrīt tiem un apņemas tos ievērot / By signing this Agreement, the CUSTOMER confirms that he has read the terms of the CARD Agreement, agrees with them and undertakes to comply with them.

Klienta paraksts, datums: Customer's signature, date:	_____
Fitek paraksts, datums: Fitek signature, date:	_____
Piezīmes: Remarks:	

INFORMĀCIJA PAR KARTI / CARD INFORMATION

AIZPILDA FITEK / FILLED BY FITEK

Kartes Nr Card Nmb	
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**ELECTRICAL CHARGING AUTHENTICATION CARD
AGREEMENT TERMS**

1. An Electrical Charging Authentication Card (hereinafter referred to as the "CARD") is an authentication media for receiving charging services for electric vehicles and for accounting purposes (collectively, "Services").
2. The CARD operates in the CSDD network of electric vehicle charging stations (hereinafter referred to as the "Station" or "Station Network") and the cooperation partners' stations marked with a CARD symbol and information about which is available on the portal *portal.e-mobi.lv* (hereafter referred to as the Portal)
3. Stations are maintained and administered by the State Road Traffic Safety Directorate, reg. No. 40003345734 (hereinafter referred to as CSDD).
4. The site is maintained and administered by JSC "FITEK", reg. No. 40003380477 (hereinafter referred to as FITEK).
5. On behalf of the CSDD, FITEK concludes agreements with the CUSTOMERS on the services received at the stations, to run billing and to receive payments from CUSTOMERS.
6. A CUSTOMER can be both legal and natural person.
7. Each CUSTOMER is granted a CUSTOMER number, an open account on the Portal, assigned to the CARD/-S. CARD has no fixed expiration date. The card acts as a means of postpay billing.
8. The CARD and CUSTOMER account is made on the basis of the information provided by the CUSTOMER. The CUSTOMER is responsible for the accuracy of the information provided. The CARD is sent to the CUSTOMER by courier to the address indicated by the CUSTOMER after he has signed the CONTRACT and delivered it to FITEK. The CARD is made and sent to the CUSTOMER no later than within 10 working days after the receipt of the signed contract. The CUSTOMER is responsible for receiving the CARD.
9. The CUSTOMER undertakes to immediately inform FITEK in writing about the change of his details. FITEK has the right to believe that the information in the contract is true and any announcements, reports, etc. are sent on the basis of the actual address or e-mail address indicated by the CUSTOMER. FITEK shall not be liable if the CUSTOMER does not receive the information because of the change of address or e-mail address but FITEK written notice has not been submitted in a timely manner.
10. The CUSTOMER is responsible for the timely payment for Services received by using the CARD.
11. If the card is lost or stolen, it must be immediately reported through the customer service phone specified in Portal, and within 48 hours send a written notice to the email address indicated on the portal, indicating the full card number. The telephone notification must also be confirmed in writing. After receiving the notification, the card is blocked immediately. The CUSTOMER must reimburse the amounts spent using the card before closing it.
12. The CUSTOMER's credit history may be examined when he fills in an application for the CARD. The CUSTOMER agrees to and authorizes FITEK to perform processing of the CUSTOMER's personal data in order to reduce the risk of default, to fulfil specific obligations, and to provide, request and receive up-to-date and historical information about the CUSTOMER from public registers, debtors' databases and credit history databases, including personal data processing systems. FITEK reserves the right to refuse the assignment of the CARD if there is a negative financial information about the CUSTOMER.
13. For the services used during the billing period, the CUSTOMER must pay in accordance to the invoice.
14. In case the CUSTOMER does not comply with payment deadlines, i.e., FITEK has not received sufficient funds, the CUSTOMER shall pay a penalty of 0.5% for each day delayed, but not more than 10% of the amount not paid in due time. If the CUSTOMER does not pay in due time, FITEK is in its sole discretion to block the CARD immediately. CARD blocking does not relieve any obligations.
15. All settlements with the CUSTOMER shall be made in accordance with the prices applicable at the time and place of receipt of the services and information available on the Portal.
16. The invoice and statement of services received in one calendar month's billing period are prepared and sent to the CUSTOMER

electronically from e-mail: e-mobi@rekini.lv to the e-mail indicated in this agreement or by post till the 6th of the following month, if The CUSTOMER wants to receive an invoice and a paper review by post.

17. The customer invoice is accompanied by an additional fee for sending an invoice in paper form by post. Information on the chargeable amount for paper invoice delivery through the Portal.

18. Written claims for settlement must be submitted no later than within 30 days after receipt of the invoice. Claims filed below are not reviewed.

19. The parties are not liable for damage caused by force majeure.

20. This agreement is of indefinite duration. Each of the contracting parties has the right to terminate this agreement by giving written notice to the other party 30 days in advance. This provision does not apply to cases where the CUSTOMER delays payment deadlines or receives negative financial information about the CUSTOMER. In this case, FITEK may terminate the contract without delay, without prior notice. All invoices for received services are payable in accordance with the procedure specified in this agreement, even after the termination of the contract.

21. FITEK reserves the right to amend the terms of this agreement, informing the CUSTOMER 10 days in advance. This provision does not apply to cases where the CUSTOMER delays payment periods or has received negative financial information about the CUSTOMER. If the CUSTOMER does not agree to this change, he / she has the right to terminate the contract upon fulfilment of all payment obligations. Continuing to use the CARD and in writing without contradicting the amendments to the agreement, the CUSTOMER has acknowledged them and agrees with them.

22. FITEK has the right to instruct the CUSTOMER to monitor and collect payments to the collection company by transferring the CUSTOMER data. If the CUSTOMER delays payments, FITEK has the right to disclose information about the CUSTOMER and his late payment delays to third parties for the purpose of protecting the interests of creditors, directly or including their collection companies in the credit history database. In the event of late payment of the CUSTOMER, FITEK may transfer its right of claim to the collection company for debt recovery, in which case the CUSTOMER must repay all additional expenses incurred by FITEK or its authorized persons related to the recovery of debts - administration, courts, etc., in accordance with the prices set by the relevant collection company for such type of services.

23. The Parties acknowledged and agree that for FITEK to fulfil its obligations under the Agreement:

23.1 The CUSTOMER provides the Seller with data identifying the individual and considered to be "Personal Data" ("CUSTOMER 's personal data") in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46 EC (General Data Protection Regulation) or other applicable law in the field of personal data; and

23.2 FITEK has the right to use the CUSTOMER's personal data for any purpose necessary for the performance of the obligations under the Agreement, including the transfer of the Buyer's personal data for processing to third parties, including collection companies, provided that FITEK does so only in so far as is reasonably required to exercise their rights under the Treaty.

24. Disputes arising from the execution of the agreement shall be settled by negotiation between the parties. In this way, disputes that are not resolved are referred to court by the registered office of FITEK. In all matters not regulated by the agreement, the parties shall follow the laws and regulations in force in the Republic of Latvia.

25. The contract is drawn up in duplicate - one for each party. Both copies of the contract have the same legal force.

I have read and understood the terms of the contract.

FITEK authorized
representative:

CUSTOMER:

Edgars Strazds

(Name, surname)

Rīga, June 22, 2018

(Signature)

_____, 20__