

# General terms and conditions of the Charging Service

Valid from 08.07.2025, No. 1-7/16-25

## 1. Definitions

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- 1.1. **Charging Service** – a service provided by the Seller to the Customer, which enables the charging of the Vehicle with electricity at the Seller's Charging Stations.
- 1.2. **Charging Station** – the location where the Charging Service is provided, consisting of one or more Vehicle Chargers, each of which may have one or more Charging Connectors.
- 1.3. **Charger** – a device that enables the provision of the Charging Service.
- 1.4. **Charging Connector** – the connection between the Charger and the Vehicle. Charging Connectors are either Type 2 or CCS 2 type.
- 1.5. **Seller** – AS Elenger Grupp, registration code 10178905, address Liivalaia 9, 10118 Tallinn, e-mail address: [info@elenger.ee](mailto:info@elenger.ee), phone: 6 303 003, website: <https://elenger.ee/en/>. The Seller has the right to unilaterally change its contact details. Contact details are considered changed when the new details are published on its website.
- 1.6. **Customer** – the user of the Charging Service.
- 1.7. **Mobile Application** – the Cloudics mobile application, through which the Customer can use the Charging Service.
- 1.8. **Payment Card Agreement** – an agreement between the Seller and the Customer for the use of the Payment Card. The conclusion of the Payment Card Agreement is voluntary and not necessary for the use of the Charging Service, but it may provide additional benefits to the Customer.
- 1.9. **Payment Card** – a card issued to the Customer which allows payment for services at all Seller's compressed gas stations and Charging Stations.
- 1.10. **Discount Card** – the Seller's loyalty card, which allows the Customer to use discounts under the terms and conditions of the Discount Card, which are available on Seller's website.
- 1.11. **Price List** – the prices of the Charging Service established by the Seller, displayed in the Mobile Application and the Charging Station. The Price List includes the kWh-based price of the supplied electric energy and other service fees that may apply according to the General Terms and Conditions and the conditions set out in the Price List.
- 1.12. **Vehicle** – an electric vehicle that complies with the legal acts in force in Estonia, including the definition provided in clause 1 of section 2 of regulation No. 7 of the Minister of Economic Affairs and Infrastructure dated 08.02.2017 or a legal act replacing it.

## 2. General terms and conditions

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- 2.1. The general terms and conditions of the Charging Service (hereinafter **General Terms**) apply to the Customer from the moment the Customer takes the Charging Connector from the Charging Station, which is considered the start of using the Charging Station.

The Charging Service agreement is considered concluded from the confirmation of the Charging Service in accordance with the clause 3.1 of the General Terms.

- 2.2. The Customer is obliged to follow all instructions provided at the Charging Station and in the Mobile Application.
- 2.3. The Customer has the right to charge only Vehicles that are compatible with the Charging Connector and comply with the applicable legal acts and technical requirements.
- 2.4. The Seller has the right to temporarily restrict the provision of the Charging Service based on the Charger, Charging Connector, or Charging Station for the purpose of eliminating faults, repairing or maintaining equipment, updating software, replacing equipment, or for other reasons.
- 2.5. The Customer is obliged to inform the Seller of any malfunctions of the Charging Station, Charger or Charging Connector, and of any issues in understanding the usage instructions. The contact details for the Charging Service customer support are: +372 13 404 (available 24/7), [klienditugi@elenger.ee](mailto:klienditugi@elenger.ee).
- 2.6. The Seller has the right to unilaterally change and supplement the General Terms at any time by publishing the updated General Terms and Conditions on its website.

### 3. Starting the use of the Charging Service

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- 3.1. The Customer starts using the Charging Service when they connect the Charging Connector to the Vehicle and confirm the Charging Service via the payment terminal, Payment Card or Mobile Application.
- 3.2. Confirmation of the Charging Service is the action by which the Customer authorizes the start of the Charging Service and commits to paying for it according to the chosen payment method.
  - 3.2.1. When using a bank card, the Customer confirms the Charging Service at the payment terminal located at the Charging Station. Based on the confirmation, the Seller has the right to reserve funds from the Customer's account to the extent specified in clause 7 of the General Terms.
  - 3.2.2. When using the Payment Card, the Customer confirms the Charging Service by tapping the Payment Card on the RFID reader of the Charger. Payment is made according to the Payment Card Agreement concluded between the Customer and the Seller.
  - 3.2.3. When using the Mobile Application, the Customer confirms the Charging Service by selecting either a bank card or Payment Card as the payment method. Based on the confirmation, the Seller has the right to receive payment according to the payment method and conditions chosen by the Customer.

### 4. Provision and termination of the Charging Service

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- 4.1. The provision of the Charging Service begins when the Customer has confirmed the use of the Charging Service, and the Charger has started delivering electricity to the Vehicle.
- 4.2. The Customer is responsible for ensuring that the Charging Service has started after confirming the Charging Service. If the Charging Service has not started due to reasons

within the Customer's control, the Customer is obliged to immediately release the Charging Connector and the Charging Station's parking space.

- 4.3. The provision of the Charging Service ends when the transmission of electric energy is completed, and the Customer releases the Charging Connector and the parking space at the Charging Station.
- 4.4. The electricity delivered to the Vehicle remains the property of the Seller until the Charging Service has been paid for in full.
- 4.5. The Customer is obliged to pay all fees related to the use of the Charging Service, including fees for occupying the Charging Station's parking space and the Charging Connector, according to the applicable Price List.

## 5. Using the Mobile Application

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- 5.1. To use the Charging Service via the Mobile Application, the Customer must have the Mobile Application downloaded to their smart device, have a user account created, and have added a Payment Card or a valid bank card details.
- 5.2. The Customer can add the Discount Card to the Mobile Application and use the associated discounts.
- 5.3. To use the Charging Service via the Mobile Application, the Customer must have a functioning mobile data connection.
- 5.4. The Mobile Application automatically determines the location of the Charging Station and Charger, or the Customer can do so by scanning the QR code. The Customer is ultimately responsible for ensuring that the Charging Service is confirmed for the correct Charger and that the Charging Service is provided to the intended Vehicle.
- 5.5. When using the Charging Service via the Mobile Application, the Customer must comply with the terms of use of the Mobile Application established by the service provider.

## 6. Settlements and payment obligation

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- 6.1. The Customer is obliged to pay the Seller for the Charging Service according to the applicable Price List. The Seller has the right to unilaterally change the Price List at any time. The Price List applicable to the Customer is the one displayed in the Mobile Application and at the Charging Station at the time of confirming the Charging Service. All payments for the Charging Service shall be made in euros.
- 6.2. Payment options for the Charging Service are as follows:
  - 6.2.1. By bank card at the payment terminal of the Charging Station;
  - 6.2.2. Using the Payment Card according to the conditions set out in the Payment Card Agreement;
  - 6.2.3. By using a bank card or Payment Card added in the Mobile Application.
- 6.3. The prices and fees for the Charging Service are set out in the Price List, which may include various prices and service fees, including:
  - 6.3.1. Fee for consumed electricity based on kilowatt-hours;
  - 6.3.2. Fee for long-term occupation of the Charging Connector and/or Charging Station's parking space at a minute rate after the termination of the Charging Service;

- 6.3.3. Fee after confirming the use of Charging Service, if the Charging Service has not started due to reasons within the Customer's control;
- 6.3.4. Other fees specified in the applicable Price List.
- 6.4. The Seller has the right to set differentiated prices and exceptions in the Price List depending on the Charging Station, Charger, Charging Connector, or other conditions related to the use of the Charging Service.

## 7. Payment by bank card

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- 7.1. The Seller has the right to reserve up to 50 euros from the Customer's account before providing the Charging Service to verify the availability of sufficient funds and ensure payment for the Charging Service. The verification and reservation also apply when paying by bank card through the Mobile Application.
- 7.2. If the Customer's account does not have sufficient free funds to make the reservation, the Seller has the right to refuse to provide the Charging Service.
- 7.3. After the termination of the Charging Service, the Seller determines the final fee in accordance with the Price List and debits the amount from the Customer's account.
  - 7.3.1. If the final fee is less than the reserved amount, the Seller releases the unused portion of the reserved amount.
  - 7.3.2. If the final fee is greater than the reserved amount, the Seller debits the outstanding amount from the Customer's account.
- 7.4. The Customer is obliged to ensure that their account has sufficient free funds to pay for the Charging Service.
- 7.5. When paying by bank card at the payment terminal of the Charging Station, the Customer can send the payment receipt from the payment terminal to their email address. To do this, the QR code on the payment terminal screen must be scanned with a smart device.
- 7.6. When paying with a bank card added to the Mobile Application, the electronic receipt is stored in the Mobile Application in accordance with the terms of use of the Mobile Application.

## 8. Payment by the Payment Card

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- 8.1. When the Customer pays for the Charging Service with the Payment Card, the Seller issues an invoice to the Customer for the use of the Charging Service in accordance with the Payment Card Agreement concluded with the Customer. The terms of payment for the invoice are specified in the Payment Card Agreement.
- 8.2. When paying with the Payment Card added to the Mobile Application, the Mobile Application provides a current and detailed overview of the use of the Charging Service by the Customer in accordance with the terms of use of the Mobile Application.

## 9. Restriction of Charging Service

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- 9.1. The Seller has the right to restrict or suspend the provision of the Charging Service to the Customer if:
- 9.1.1. There are insufficient funds in the account linked to the bank card added to the Mobile Application or used at the payment terminal of the Charging Station to make a reservation for the Charging Service;
  - 9.1.2. the Customer is in arrears for the used Charging Service;
  - 9.1.3. the Customer is subject to a credit limit, usage restriction, suspension, or other grounds for closure as set out in the Payment Card Agreement;
  - 9.1.4. the restriction of the Charging Service is necessary for the Seller to fulfil its legal obligations;
  - 9.1.5. the restriction of the Charging Service is necessary due to a technical failure, maintenance work, software updates, or other similar reasons;
  - 9.1.6. the Customer violates the terms of use of the Charging Station, Charger, or Charging Connector, including safety requirements, or behaves in a manner that may endanger the security or operation of the Charging Service.

## 10. Processing of personal data

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- 10.1. The Seller processes the Customer's personal data in accordance with applicable laws, including the Personal Data Protection Act, the General Terms and Conditions, and the principles of personal data usage established by the Seller, which are available on the Elenger's website.
- 10.2. The Seller processes the Customer's personal data for the following purposes:
- 10.2.1. Conclusion and fulfilment of the Charging Service agreement;
  - 10.2.2. Provision and billing of the Charging Service;
  - 10.2.3. Presentation and enforcement of claims arising from the use of the Charging Service;
  - 10.2.4. Management of client relationships and ensuring the quality of service.
- 10.3. The Seller has the right to forward the Customer's personal data (first and last name, personal identification code, contact details, amount of debt):
- 10.3.1. To credit information companies authorized by the Seller (including AS Creditinfo Eesti), which may publish the data in the payment default register. The data will be visible for up to 3 years after the obligation is fulfilled;
  - 10.3.2. To third parties providing services for the purpose of debt collection.
- 10.4. The Customer's payment data is processed by the payment service provider for the purpose of making the payment, using the bank card data added to the Mobile Application or entered into the payment terminal at the Charging Station.
- 10.5. Astro Baltics OÜ is responsible for the use of data collected from the Customer via the Mobile Application in accordance with the terms of use of the mobile application. When the Customer uses the Mobile Application to confirm the Charging Service or adds Payment or Discount Card details to it, the responsible processor of such data is AS Elenger Grupp, and Astro Baltics OÜ acts as an authorized processor for this data.

- 10.6. The personal data of the Customer referred to in this chapter are the personal data of the Customer who is a natural person.

## 11. Liability

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- 11.1. The Seller is liable to the Customer only for direct material damage caused by intentional misconduct. The Seller is not liable for any other damages that may be incurred by the Customer, including loss of profit.
- 11.2. The Customer is liable to the Seller for any material damage caused during the Charging Service, regardless of the form of fault, including the use of the Customer's Payment Card, bank card, or Mobile Application by third parties, regardless of the circumstances of use.
- 11.3. The Customer is liable to the Seller and third parties for any damage caused by improper or incorrect use of the Charger or Charging Connector, as well as for the incompatibility of the Vehicle, equipment, or adapters connected by the Customer, or any violation of safety requirements.
- 11.4. The Seller does not guarantee the uninterrupted or error-free operation of the Mobile Application and is not responsible for any damage that may occur to the Customer due to the non-functioning or limited usability of the Mobile Application.
- 11.5. The Seller does not guarantee the uninterrupted or fault-free availability of the Charging Service, Charging Stations, and Chargers. The Seller is not responsible for any damage that may occur to the Customer due to the malfunctioning, limited availability, maintenance work, or technical faults of the Charging Service, Charging Station, or Charger.
- 11.6. AS LHV Pank is responsible for the operation of the payment service when using the Mobile Application, and Swedbank AS is responsible for the operation of the payment terminals.
- 11.7. The Customer shall compensate the Seller for all costs arising from the non-fulfilment of their obligations, including debt collection costs. The Seller has the right to transfer the rights and obligations arising from and related to the General Terms and Conditions to third parties.
- 11.8. The Customer compensates the Seller for the costs incurred in collecting the debt related to the Charging Service. The amounts paid to cover the debt are first considered to cover the interest debt, then the costs related to debt collection (including legal costs), and finally the principal debt.
- 11.9. The Seller has the right to demand late interest on unpaid principal amounts at a rate of 0.2% per day if the Customer is a legal entity, and 0.06% per day if the Customer is a natural person until the full amount is received. The interest calculation starts from the day after the end of the Charging Service until the date of payment (inclusive).

## 12. Final provisions

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- 12.1. These General Terms and Conditions are governed by the laws of the Republic of Estonia.
- 12.2. Disputes are resolved through negotiations. If disputes cannot be resolved through negotiations, the dispute will be referred to Harju County Court. The consumer has the

right to turn to the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority for dispute resolution.

- 12.3. All complaints and claims related to the operation or use of the Mobile Application must be submitted by the Customer to Astro Baltics OÜ in accordance with the terms of use of the Mobile Application.
- 12.4. If any provision of the General Terms and Conditions is found to be void or invalid, it does not affect the validity of the General Terms and Conditions as a whole. In such a case, the void or invalid provision will be replaced by a valid provision that is as close as possible to the original provision's economic and legal purpose.