



## TERMS OF USE OF “ELEN” ELECTRIC VEHICLE CHARGING SERVICE

### 1. INTRODUCTORY PROVISIONS

The Terms of Use of the ELEN electric vehicle charging service (hereinafter: “Terms of Use”) refer to the rights and obligations of the parties involved during the provision of electric vehicle charging service in the network of ELEN charging stations (hereinafter: “ELEN”) owned and/or operated by Hrvatska Elektroprivreda d.d. – a joint-stock company (hereinafter: HEP d.d.).

HEP d.d. operates the network of charging stations, while HEP Opskrba d.o.o. provides the charging service. Basic information about the project can be found on the website [www.elen.hep.hr](http://www.elen.hep.hr) (hereinafter: [elen.hep.hr](http://elen.hep.hr)).

These Terms of Use shall apply to the use of ELEN charging stations, the mobile application “ELEN” and the web application “My ELEN”, unless otherwise specified in the wording of certain provisions, and shall apply to all updates, upgrades, new versions or any other changes in the application.

### 2. DEFINITIONS AND TERMS

**Price List** – a list of all applicable prices, depending on the type of connector and/or location, and other prices related to the provision of the charging service, as a separate document listed in the applications and on the website.

**ELEN mobile application (iOS and Android)** – is a way to apply for the charging services in the ELEN network, which includes entering the necessary data, User registration, EV charging service and payment for the service.

**ELEN network** – a network of publicly available charging stations about which more information can be found on the website [elen.hep.hr](http://elen.hep.hr).

**User** – owner/user of an electric and hybrid vehicle who is registered for the charging service.

**User Account** – an account that is created upon successful User Registration through the mobile application, which contains all the necessary data on the User required for the provision of charging services and billing.

**Charging Point** – a connector of a certain charging station that has a maximum power rating expressed in kWh.

**Login** – entry into the ELEN mobile or web application by entering the username (e-mail address) and password specified during the Registration.

**Service Provider** – an undertaking that provides the charging service to the User.

**Charging Station** – a device for charging electric vehicles with all pertaining equipment, which can have one or more charging connectors.

**Charging or a Charging Session** – a complete charging service for an electric vehicle that is paid for and lasts a certain period of time during which the vehicle is charged with a certain power (depending on the power of the charging station, in-vehicle energy converter and other conditions) with the transfer of a certain amount of electricity. It is considered that the session begins with the connection of the vehicle and initiation of the charging process by login to the mobile application, and ends when the vehicle is disconnected from the charging connector after reaching certain charge level.

**Registration** – entry of requested User data and first login with the aim of opening the User Account.

**Charging Service** – a service that includes access to the application, registration, use of EV charging infrastructure that is integrated into the ELEN network and payment for the service.

### 3. INFORMATION ABOUT THE SERVICE PROVIDER

The charging service provider is the company HEP Opskrba d.o.o. with its registered office in Croatia (hereinafter: HEP Opskrba), registered with the Commercial Court in Zagreb under Company Registration Number (MBS) 080453206:

- Ulica grada Vukovara 37, 10000 Zagreb
- IBAN HR02 2340 0091 5111 6464 8
- SWIFT CODE: PBZGHR2X
- PIN: 63073332379

All information about the charging service at ELEN charging stations is available on the website [elen@hep.hr](mailto:elen@hep.hr). The User Support is available daily 0-24 hours via free of charge telephone number +385 1 6288 680, and at the e-mail address: [elen@hep.hr](mailto:elen@hep.hr).

### 4. USER REGISTRATION

The charging service is based on the use of the ELEN mobile application. The aforementioned application provides information about the ELEN network of publicly available EV charging stations, enables User registration, search and selection of the charging point (location) suitable for the User, monitoring of the ongoing charging process, payment for the charging service and an overview of the charging history (previous recharges).

Depending on the type of smartphone and availability in online stores, the User of the ELEN application can download it from the Play Store and/or the AppStore. The use of the application is free of charge for the User, but the User is obliged to pay for the transfer of data during the download and use of the application to the selected mobile operator through which the User is connected to the Internet. Data transfer via mobile network may be subject to roaming charges according to the applicable tariffs for data transfer in a foreign network.

The User creates his User Account in the mobile application, enters the required data in the Registration Forms and accepts these Terms of Use. A customer becomes the User of the ELEN application by activating the User Account after successful Registration.

The User activates his User Account by clicking on the activation link in the electronic mail received from the Service Provider at his e-mail address submitted during Registration.

The User registers as a “Pay-as-you-go” user. The User Account provides the User with an authorized access to and use of the service specified in these Terms of Use.

The User guarantees that the data entered into the application are correct, accurate, complete and valid. By Registration and creation of the User Account, the User confirms that he has legal capacity and authority to register and take all legal actions he is entitled to in accordance with these Terms of Use. By selecting the “I accept” option, the User confirms that he has read these Terms of Use and accepts them.

The data entered by the User during Registration are necessary to protect the rights and interests of the User, to verify his identity and to provide services and exercise all rights and obligations after Registration.

If the User Data proves to be incorrect and/or untrue, the Service Provider reserves the right to withhold the charging service until the User, within 15 days at the latest, submits all valid and correct data to the Service Provider in writing to the e-mail address [elen.hep.hr](mailto:elen.hep.hr). If the User fails to fulfil his obligations related to the submission of correct data, or if he fails to inform the Service Provider on potential changes in the data, the Service Provider shall not bear any consequences or responsibility for any possible damage caused during the fulfilment of Service Provider’s obligations concerning the processing of personal data.

The User shall be responsible for his User Account and for all activities on it and must continuously take care of the security of his login details (username and password). In case of suspicion of login data misuse, the User is obliged to notify the Service Provider thereof through one of the listed communication channels in order to block (temporarily) the User Account.

The Service Provider shall not be responsible for possible misuse of username and password by third parties.

The User undertakes to keep his User Account with due care, protecting it especially against unauthorized access by third parties, and undertakes not to disclose it or in any way make it available to unauthorized persons. The User shall be responsible for every action, including every Expression of Will given under his User Account. The Service Provider shall not be liable for any damage that may occur to the User or third parties due to unauthorized use and/or misuse of the User Account.

The Service Provider shall send all notices, messages and letters related to the use of the service specified in these Terms of Use to the User, to his e-mail address specified during Registration, and the User shall send all notices and information to the e-mail address of the Service Provider, i.e. [elen.hep.hr](mailto:elen.hep.hr). In case of any doubts about the dates of receipt of notices, messages and letters sent by e-mail to and from the above addresses, the said notices shall be deemed to have been delivered the day after the day they were sent.

## 5. CHARGING MODES

Charging, as a rule, begins in one of the following ways:

- By selecting a charging station on the map in the application – On the map, the User selects the charging station where the available connector is located and initiates the charging session by choosing the „Select“ option for the connector plugged into the vehicle.
- Charging starts by scanning the QR code on the charging station and choosing the button to scan the QR code on the available connector at the charging station.

Selecting the “Stop” option completes the charging session.

## 6. BILLING FOR THE CHARGING SERVICE

The charging service shall be billed in accordance with the valid and clearly stated Price List. Insight into the Price List is possible on the website [elen.hep.hr](http://elen.hep.hr). By selecting the location on the map within the mobile application, the User can see the price information for each individual charging point.

The price of the charging service differs, depending on the type of location, the type of charging station and the type of connector.

The charging price does not include data traffic, nor the fee for payment transactions of the payment card issuer. The Service Provider shall in no way be responsible for the relationships between the User and the operator of electronic communications services and the payment card issuer, to which the provisions of the Terms and Conditions of the operator of electronic communications services and the payment card issuer shall apply.

## 7. PAYMENT FOR THE CHARGING SERVICE

The charging service is available only to Registered Users referred to in point 4 of these Terms of Use, who have entered their credit or debit card details during the first session, and subsequently for each session. A valid payment card (credit or debit) is a condition for starting to provide the service. Cash payment is not possible.

Before the first charging session, a window for entering a payment card details will open to the User. After each charging session, the User will receive a fiscalized invoice to the e-mail address he entered during Registration.

For payments via the mobile ELEN application, the User agrees that the payments shall be made using the Braintree payment service, as an external service used for anonymization, virtualization and processing of card data for the purpose of transactions. How to use the Braintree payment service is described at the link [www.braintreepayments.com/hr/legal](http://www.braintreepayments.com/hr/legal).

## 8. RIGHTS AND OBLIGATIONS

The User is obliged to comply with all the above Terms of Use for the service, traffic regulations and any rules at the location of the charging station set by the owner/concessionaire and/or the charging station site manager.

The User is obliged to use the charging station conscientiously and responsibly, with due care. The User is obliged to pay for the charging service on time and in full, without delay. The User is

obliged to inform the Service Provider about difficulties in the execution of the charging service and irregularities and failures at the charging station in writing to [elen.hep.hr](mailto:elen.hep.hr). The User is obliged to provide true and complete user data and change them immediately in case of change and not to transfer their data to another person.

The User is obliged to use charging stations exclusively for charging electric vehicles that are technically compatible with charging stations and to remove his electric vehicle from the parking lot of the charging station immediately after disconnecting the vehicle from the appropriate charging point.

The User is responsible for all possible damages and costs incurred due to non-compliance with the obligations under this point and the Terms of Use as a whole.

The Service Provider is obliged to confirm the created User Account if it is fully and correctly filled in, provide access to charging stations in the manner specified in item 5 of these Terms of Use, provide the charging service to the User and the User Support Service through the channels specified in item 3 of these Terms of Use.

The Service Provider shall not be responsible for the unavailability of the equipment required for the provision of the charging service or the delay in providing charging service that is beyond his control. If the service is delayed or unavailable due to external circumstances, available and appropriate measures shall be taken to minimize the effect of delay or unavailability of the service.

If for any legal reasons the Service Provider needs certain additional information, it will be requested from the User. If the User fails to provide the requested information, or provides incomplete or inaccurate information, the Service Provider may suspend further service and shall not be responsible for the delay or unavailability of the service to the User.

In case of technical problems and/or unavailability of the charging service (Charging stations, Charging points, Applications), the User may inform the Service Provider thereof by phone, e-mail or through a module within the mobile application, or through the channels listed in point 3 of these Terms of Use.

The Service Provider may deny the charging service to the User due to the inability to charge for such service.

The User is obliged to use the mobile or web application in a permissible and acceptable manner. The Service Provider reserves the right, at any time and without prior notice, to restrict or suspend the provision of mobile/web application if the User uses the service in an unauthorized and unacceptable manner, and shall notify the User thereof to the e-mail address specified during Registration.

The User can make a complaint orally to the telephone number +385 1 6288 680 or in writing to the e-mail address [elen.hep.hr](mailto:elen.hep.hr). The Service Provider is obliged to respond to the User's complaint by e-mail within fifteen (15) days from the date of receipt of the complaint, regardless of the communication channel through which the complaint was received.

## 9. PROCESSING OF PERSONAL DATA

The Service Provider shall process personal data entered during Registration in accordance with the provisions of these Terms of Use and the provisions governing the protection of personal data.

HEP Opskrba d.o.o. with contact information specified in point 3 hereof and HEP d.d., Ulica grada Vukovara 37, 10 000 Zagreb, (for the purposes of this point: HEP) shall be joint controllers with regard to personal data processing.

Personal data shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: General Data Protection Regulation), and national rules on personal data protection.

### **Types of personal data**

As part of the execution of the service, the Service Provider shall process only those personal data that the User provides during Registration and login, in direct communication, and data collected during the use of the application. These include name and surname, mobile phone number, User address, e-mail address, financial data (credit/debit card details), location of the application User when using the application and data on transactions, if the User conducts transactions via the application (type of transaction, date and time, data on the used charging station, invoice number, amount charged, method of payment and the quantity and unit price of the product and service).

### **Purpose and legal basis for data processing**

Data shall be processed for the purpose of, among other things, User registration, performing all preliminary activities and actions required to use the ELEN application and provide services, proper operation of the ELEN application, contacting the User in case of problems and/or complaints, uninterrupted purchases through ELEN applications, implementation and review of transactions, checks for possible discrepancies in making payments, prevention of abuse and other violations of these Terms of Use.

For the purpose of uninterrupted and complete use of the ELEN application, location data and information related to the use of the mobile device camera shall be processed in order to search for the nearest charging stations and calculate the time of arrival, and to scan the QR code on the Charging Point.

The provision of the above personal data is necessary for the registration of the User in the application and the use of the application. The User is obliged to submit the above data to HEP because otherwise he will not be able to use the application, i.e. the service will not be provided.

HEP will also use personal data in order to provide the User with service information, notifications on changes in service conditions, but also on other changes, while marketing activities (market research on the quality of products and services, notification of news and other HEP offers) will be performed on the basis of a legitimate interest as a valid legal basis.

In the event that HEP addresses the User through personalized marketing messages and offers, the User shall give his voluntary consent, which can be withdrawn at any time.

The User's consent for the processing of the said personal data will be enabled within the ELEN application for the purpose of profiling the User for the preparation of customized offers of goods and services via e-mail, SMS and telephone.

The legal basis for the processing of the aforementioned personal data for the purposes described above, but also for other purposes, is Article 6, paragraph 1, points (a), (b), (c) and (f) of the General Regulation on Personal Data Protection.

### **Data security measures**

HEP will store personal data in a secured electronic environment in order to ensure the confidentiality, integrity and availability of personal data in accordance with IT protocols and information security norms and standards. Protection of personal data shall be provided at the level of the network, infrastructure and applications (firewalls, antivirus programs, encryption

for storage and communication and other technical and process solutions). Possible incidents and breaches of personal data shall be continuously monitored and constant accessibility and availability in such situations shall be ensured.

The information security management system, a system of physical and logical access and data access, transmission, storage and deletion system, as well as data confidentiality, integrity, availability and accessibility have been established.

### **Recipients of personal data**

HEP shall handle the data carefully and prevent access to unauthorized persons. In certain cases, personal data of the application User may be passed on to external contractors who process the data on behalf of, for the account, under the instructions and under the supervision of HEP (affiliates, distribution partners, marketing agencies, printers, software owners, etc.) under strictly defined and legally permitted terms and conditions.

In addition to external contractors, HEP has the right to pass on personal data of cardholders to state bodies and other financial institutions, based on their reasoned and justified written request, for the purposes of conducting a specific proceeding and in cases of cardholder's request or based on his written notice.

### **Period of personal data storage**

Personal data shall be kept until the cancellation of the use of application by the User or, in the case of personal data processing based on consent, until the User submits a request for deletion of personal data or withdraws his consent. After cancelling the use of the application by an individual User, personal data shall be deleted within 15 days, unless such data needs to be stored for a certain period in accordance with applicable regulations (e.g. tax regulations, consumer protection regulations, etc.). In this case, the stored data shall not be used for other purposes.

### **Rights of the Application User**

At any time, the User has the right to request access and information about the collected personal data relating to him, or request confirmation of whether his personal data are processed and a list of such personal data; request correction and deletion of collected personal data; request a restriction on the processing of collected personal data; withdraw consent to the processing of personal data relating to him (withdrawal of consent does not affect the lawfulness of processing based on consent before it is withdrawn) and submit a complaint to the processing of his personal data to the e-mail address [elen@hep.hr](mailto:elen@hep.hr). The consent is withdrawn by notifying the Service Provider in writing of the withdrawal of consent to the e-mail address: [elen@hep.hr](mailto:elen@hep.hr) or by clicking "Unsubscribe" in the application system.

In the event that the User requests the deletion of personal data necessary for the use of the application, HEP will disable the use of the application after deleting personal data.

In case of additional inquiries about the processing of his personal data, the User can contact the Data Protection Officer as a joint contact point at the e-mail address: [sluzbenikzazastitu.opskrba@hep.hr](mailto:sluzbenikzazastitu.opskrba@hep.hr) as well as the Personal Data Protection Agency at Selska cesta 136, 10 000 Zagreb.

### **Data modifications**

In the event of a change in personal data referred to in point b) 1 of this Article, the User is obliged to notify the Service Provider within 30 days of its occurrence, in writing in one of the ways specified in point 3 of these Terms of Use.

## 10. SETTLEMENT OF DISPUTES

The Service Provider and the User agree that all possible disputes arising from these Terms of Use shall be settled amicably.

The settlement of disputes that cannot be settled amicably lies within the jurisdiction of the court in Zagreb.

## 11. MISCELLANEOUS AND FINAL PROVISIONS

If any of the provisions of these Terms of Use becomes illegal, invalid or unenforceable in any respect according to the applicable regulations, this shall have no effect on the legality, validity or enforceability of other provisions of these Terms of Use and such provision shall by mutual agreement of both parties be replaced by legal, valid or enforceable provision which, in terms of its purpose and the intent of both parties, corresponds to the provision it replaces.

The Terms of Use and/or the Price List may be amended in accordance with legal regulations and business policy of the Service Provider. The User shall be notified about the changes to the Terms of Use and/or the Price List eight (8) days before their entry into force at the e-mail address provided during Registration.

These Terms of Use and the Price List, as well as all subsequent amendments to the Terms of Use and/or the Price List, will be available at [elen.hep.hr](http://elen.hep.hr).

These Terms of Use shall enter into force and apply from 24 January 2022.