



## 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://www.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

**Charging Price** – the applicable price, depending on the type of connector, location and time of day, which includes the fee for consumed energy and the overstay charge for the occupancy of the charging station. When selecting the location and connector in the ELEN application, information on the applicable price will be provided. A list of all applicable prices can be found in the Price List.

**Price List** – a list of all applicable prices, which depend on the type of connector, location and time of day, and other prices related to the provision of the charging service, available as a separate document on the website [elen.hep.hr](http://www.elen.hep.hr).

**ELEN application** (iOS and Android mobile application, web application My ELEN) – a way of authorising the charging service in the ELEN network, which includes entering the necessary data, User registration, use of the 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://www.elen.hep.hr).

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

**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 application by entering the username (e-mail address) and password specified during 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 ELEN application, and ends when the vehicle is disconnected from the charging connector after reaching certain charge level.

**Pre-authorisation** – temporary reservation of funds on the User's Payment Card will be made by User's payment service provider (the Bank), which is required to check the validity of the card and the availability of funds sufficient to cover the charging costs. The procedure will be carried out in cases where the exact amount of the payment transaction is not known at the time when the User gives his consent to the Bank to execute the payment transaction. After entering the card data, and before the start of charging, the User gives consent for the reservation of funds.

**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 ELEN 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](http://elen.hep.hr). The User Support is available daily 0-24 hours via free of charge telephone number 0800 7443, 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 application. The aforementioned application provides information about the ELEN network of publicly available EV charging stations, enables User registration, search and selection of the location and charger 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 Google Play Store and/or the AppStore. The use of the ELEN 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 ELEN 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 ELEN 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 Service Provider sends a confirmation of successful registration to the User's e-mail address. At the time of obtaining the confirmation of successful registration, it is considered that the Service Agreement for the provision of EV charging services (hereinafter: the Agreement) has been concluded for an indefinite period of time.

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 guarantees that the data entered into the ELEN 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. The User confirms that he has read these Terms of Use and accepts them by selecting the "I accept" option. By starting the charging session, the Agreement between the User and the Service Provider begins to apply.

After accepting these Terms of Use and after payment of each individual charging order, the User shall not be entitled to unilateral termination of the Agreement within 14 days from the date of the Agreement and shall not be entitled to a refund of the price paid for EV charging service that was fully provided. The User is aware of the stated exclusion of the right to unilateral termination of the Agreement, in accordance with the Consumer Protection Act and confirms this by accepting these Terms of Use. By accepting these Terms of Use, the User expressly declares that the Service Provider may start performing the service immediately, before the expiration of the deadline for unilateral termination of the Agreement.

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 will send all notifications, messages and letters related to the use of the service in accordance with these Terms of Use to the User to the e-mail address specified during

User registration, and the User will send all notifications and information to the e-mail address of the Service Provider, i.e. [elen@hep.hr](mailto:elen@hep.hr). In case of any doubt as to the date of receipt of the notices, messages and letters sent by e-mail to and from the above addresses, the said notices will be deemed to have been delivered the day after the day of dispatch.

## 5. HOW TO START CHARGING

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

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

Selecting the “Stop” option completes the charging session.

Exceptionally, if the User fails to start charging in one of the above ways due to technical difficulties on the part of the Service Provider, the ELEN User Support may initiate charging.

## 6. BILLING FOR THE CHARGING SERVICE

The service will be charged 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 or from the list of charging stations within the ELEN application, the User can see the price information for each individual connector at the selected charging point.

The price of the charging service varies, depending on the type of location, the type of charging station, the type of connector and the time of day.

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 relationship between the User and the electronic communications service operator and the Payment Card issuer, to whose relations the provisions of the Terms and Conditions of the electronic communications service operator and the Payment Card issuer 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 payment card details during the first session, and subsequently for each session. The condition for starting the service is a valid payment card. Cash payment is not possible.

Prior to payment, the User gives consent to the payment service provider (the Bank) for the reservation of funds on the payer's payment account.

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. Exceptionally, in case of technical difficulties in billing for the charging service, the Service Provider may issue a new invoice to the User sending it to the e-mail address of the Registered User, which the User is obliged to pay without delay.

For payments via the mobile ELEN application, the User agrees that the payments will 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 [www.braintreepayments.com/hr/legal](http://www.braintreepayments.com/hr/legal).

If the charging session is initiated by the ELEN User Support, the invoice will be sent to the User to the e-mail address registered in the system of the Service Provider immediately after the end of charging session. The User is obliged to settle the invoice within 24 hours of receiving the invoice. The time of receipt of the invoice is considered to be the time when the invoice was received by e-mail, i.e. when the Service Provider receives a notification that the e-mail has been delivered. If the User fails to settle the invoice, the Service Provider reserves the right to prevent the User from further charging until the account is settled and to take appropriate legal action in order to collect the due debt.

## RIGHTS AND OBLIGATIONS

The User is obliged to comply with all the above Terms of Use for the service, as well as the 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 potential damage 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 point 5 of these Terms of Use, provide the charging service to the User and the User Support Service through the channels specified in point 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 the charging service that is beyond his control. If the service is delayed or unavailable due to external circumstances, available and appropriate measures will 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, such information 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, ELEN application), the User may inform the Service Provider thereof by phone, e-mail or through a module within the ELEN 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 collect payment for such service.

The User is obliged to use the ELEN 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 will notify the User thereof to the e-mail address specified during registration.

The User can make a complaint orally to the telephone number 0800 7443 or in writing to the e-mail address [elen@hep.hr](mailto:elen@hep.hr) or by mail to the address: HEP-Opkrba d.o.o, Ulica grada Vukovara 37, Zagreb, or by fax no. 01/63 22 409 or in person by submitting a complaint to the mailroom at company's headquarters.

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.

**Right to cancel the Registration.** The Agreement/Registration can be cancelled without stating a reason for such cancellation, by sending a Notice of Cancellation to the e-mail address [elen@hep.hr](mailto:elen@hep.hr) exclusively from the e-mail address through which the User was registered for the ELEN service. Cancellation of registration is possible only if the User has no outstanding debts towards the Service Provider. The User Account will be deactivated and the username will be deleted from the list of the ELEN application users. The Service Provider cannot reactivate the once cancelled User Account, but a new User registration is required.

## 8. PROCESSING OF PERSONAL DATA

The Service Provider will 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-Opkrba 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) will act as joint controllers with regard to personal data processing.

Personal data will 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 service execution, the Service Provider will 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, PIN (in case of issuing a R1 invoice), company, mobile phone number, User address (in case of issuing a R1 invoice), e-mail address, financial data (payment card details), location of the Application User when using the application and data on transactions if the User conducts transactions through the application (type of transaction, date and time, data on the used charging station, account 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 will 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 the ELEN application, implementation and review of transactions, checking for potential payment discrepancies, 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 will be processed in order to search for the nearest charging stations and calculate the time of arrival, and to scan the QR code at the Charging Point.

The provision of the above personal data is necessary for the registration of the User in the ELEN application and the use of the ELEN application. The User is obliged to submit the above data to HEP because otherwise he will not be able to use the ELEN application, i.e. the service cannot 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, newsletters 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 will 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 will be provided at the level of the network, infrastructure and the ELEN applications (firewalls, antivirus programs, encryption for storage and communication and other technical and process solutions). Potential incidents and breaches of personal data will be continuously monitored and constant accessibility and availability in such situations will be ensured.

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

### **Recipients of personal data**

HEP will 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, printing offices, 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 will be stored for the period until the User's ELEN application is cancelled, or, in the case of personal data processing based on consent, until the User submits a request for deletion of personal data or withdrawal of consent. After cancelling the use of the ELEN application of an individual User, personal data will 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 such case, the stored data will not be used for other purposes.

## Rights of the ELEN 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 (consent withdrawal does not affect the lawfulness of data processing based on consent prior to its withdrawal) 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 ELEN application, HEP will disable the use of the ELEN application after the deletion of personal data.

In case of additional inquiries about the processing of his personal data, the User may 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 Changes

In the event of a change in personal data referred to in point b) 1 of this Article, the User is obliged to notify HEP 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 potential 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 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 will 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 15 June 2022.