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Electric Vehicle Charging Service Terms of Use

Current version valid from 31 March 2026.

Please read these Terms of Use carefully. By installing the Elektrum Drive mobile application and/or using the electric vehicle charging service (hereinafter – the Service), You confirm that You have read, understood and accepted these Terms of Use.

The Electric vehicle charging service Terms of Use (hereinafter – the Terms of Use) constitute a binding agreement between the following electric vehicle charging service providers:

Latvenergo Public Limited Company, reg. No. 40003032949 (hereinafter – Latvenergo), registered address: Pulkveža Brieža 12, Riga, LV-1230, Latvia,

Elektrum Eesti OÜ reg. No. 11399985 (hereinafter – Elektrum Eesti), registered address: Mäealuse st 2/4, Mustamäe, 12618 Tallinn, Estonia,

Elektrum Lietuva UAB, reg. No. 301506046 (hereinafter – Elektrum Lietuva), registered address: Lvivo g. 21A, Vilnius, LT-09313, Lithuania,

hereinafter collectively and individually referred to as the Operator/Operators,

and

a natural or legal person (hereinafter – the CUSTOMER) who uses the Service.

Definitions:

Agreement – an agreement concluded between the Operator and the CUSTOMER which, in addition to the Terms of Use, sets out the procedure for the provision of the Service. If there is any inconsistency between the provisions of the Agreement and the Terms of Use, the provisions of the Agreement shall prevail over the Terms of Use;

Mobile Application – the Elektrum Drive mobile application that provides access to the Service. The Mobile application shall operate on Android and iOS operating systems and shall be available at [Google Play Store](#) or [Apple Store](#) under the name "Elektrum Drive";

Website – Elektrum Drive Direct <https://direct.elektrumdrive.com/> website through which the Service is provided to the CUSTOMERS without registration;

Service – an electric vehicle charging service provided by the Operators for a fee on the basis of the Terms of Use and the Agreement, if such has been concluded. During the Charging process, the Charging equipment shall measure the charging parameters, determining the amount of the Service in kilowatt-hours or minutes. Information on how the amount of the Service is determined shall be displayed on the Charging equipment and/or in the mobile app and/or on the Website;

Ad Hoc Charging – the Service purchased by the CUSTOMER without the registration, conclusion of a written agreement or establishing commercial

relationship with the electric vehicle charging service provider that is not confined to purchasing the Service;

POS Terminal – a specialised device or piece of equipment integrated into or directly connected to an electric vehicle charging station, which enables the CUSTOMERS to make a cashless payment for the Service at the charging location using payment cards or other non-contact payment tools without prior conclusion of a service agreement or registration in the mobile app.

Charging Equipment – stationary charging equipment by means whereof an electric vehicle battery can be charged;

Charging Process – the transfer of electric current between the Charging equipment and the electric vehicle in order to charge its power battery;

Charging Station – a place where one or more Charging equipment units are permanently installed;

Charging Station Network - Charging stations / Charging equipment owned or held by the Operators or leased from third parties and/or connected to Latvenergo's Service management and monitoring or billing system.

1. General Provisions

1.1. Charging stations shall operate on a self-service basis. The Charging station network shall be maintained and administered by the Operators. The mobile app and the Website shall be maintained and administered by Latvenergo. In the mobile app, the Operators' Charging stations shall be displayed differently from third-party Charging stations.

1.2. The Operators shall provide the CUSTOMER with the Service under these terms and the Agreement, if such has been concluded. The CUSTOMER shall pay in full for the Service received.

1.3. By using the Service, the CUSTOMER shall confirm that they have familiarised themselves with the Terms of Use and agree to comply with them. The CUSTOMER shall be responsible for all actions and payments made using the Service.

1.4. Information on Service prices, technical requirements at a specific Charging station / Charging equipment and the locations of Charging stations shall be available in the mobile app and/or on the Website and shall be deemed an integral part of the Terms.

1.5. The Charging equipment shall provide CCS (Combo 2) and CHAdeMO standard direct current charging, or Type 2 standard alternating current charging. The standards of the specific Charging station / Charging equipment shall be indicated in the mobile app and/or on the Website.

1.6. Charging equipment may only be used for its intended purpose – charging the electric vehicles that support the relevant charging standard.

1.7. The Operator of the respective country, as the controller of personal data and, if the Service is also provided to the CUSTOMER in another Operator country, the Operators, as separate controllers of personal data, shall process the CUSTOMER's personal data indicated in the mobile app and/or on the Website and submitted to the controller during use of the service in order to ensure unified and accessible provision of the Service to the CUSTOMER in all Baltic States, shall provide the Service to the CUSTOMER, shall carry out settlements related to the provision of the Service, shall ensure a Charging process appropriate to the CUSTOMER's needs and the technical requirements of the electric vehicle, shall provide the CUSTOMER with the quality Service that optimises the Charging process and ensures efficient electricity management and shall ensure the exercise of rights of claim.

The CUSTOMER's telephone number, email address, linked vehicles, audio recordings and the CUSTOMER's personal data visible in Charging station video surveillance recordings, including actions performed, as indicated in the mobile app and/or on the Website shall be processed for the purpose of helping the CUSTOMER receive a quality Service during the Charging process and/or monitoring whether the CUSTOMER exceeds the planned charging time and the provision of the Service, as well as ensuring the protection of persons, the Operator's property and legal interests.

Additional information on the processing of the CUSTOMER's personal data carried out within the Service shall be available [in the Principles for the Personal Data Processing During the Electric Vehicle Charging Service](#).

Information on the other personal data processing carried out by the Operator shall be provided in the Operator's customer personal data processing principles, which are available on the Operator's website:

1.7.1. In Latvia www.latvenergo.lv/dati;

1.7.2. In Lithuania <https://www.elektrum.lt/lt/namams/privatumo-politika>;

1.7.3. In Estonia <https://minu.elektrum.ee/files/privaatsuspoliitika>;
or, upon request, sent in printed format to the address specified.

1.8. The CUSTOMER, as a legal entity, shall inform its employees about the personal data processing stipulated in the Terms of Use and [in the Principles for the Personal Data Processing During the Electric Vehicle Charging Service](#), if the CUSTOMER'S employee uses the Mobile app, Website or Charging station on behalf of the CUSTOMER.

2. Use of the Charging Station / Charging Equipment

2.1. By starting to use the Charging equipment, the CUSTOMER shall confirm that they are aware of the risks associated with it, shall observe and implement all safety measures so that, for example, the cable connection does not threaten third parties, and shall be financially liable for losses arising from improper use.

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Any noticed or occurring damage to the Charging station / Charging equipment, regardless of the cause of the damage, shall be reported by the CUSTOMER immediately to the relevant country's Operator's customer service:

2.1.1. Latvenergo by telephone +371 67 728 788 or by email uzlade@elektrum.lv;

2.1.2. Elektrum Eesti +3727115555 elektrumdrive@elektrum.ee;

2.1.3. Elektrum Lietuva by telephone +370 66 322 722 or by

email info@elektrum.lt.

- 2.2. The CUSTOMER shall be responsible for their own safety, the safety of people nearby, their electric vehicle and its equipment during the Use of the Service, under the laws and regulations in force in the relevant country, including but not limited to:
- In Latvia: [Cabinet Regulation No. 78 of 6 February 2018 "Requirements for the Charging of Electric Vehicles, Filling of Natural Gas, Filling of Hydrogen and Shore-Side Electricity Supply Equipment"](#);
 - In Lithuania: [Law on Alternative Fuels of the Republic of Lithuania](#) and [Order of the Minister for Energy of the Republic of Lithuania](#)
 - In Estonia – general safety principles, until specific regulations concerning the safety of electric vehicles and their equipment enter into force.

The Charging station area shall be used for charging electric vehicles only. The CUSTOMER shall follow the parking rules, road signs and the requirements of the site manager in force at the location of the Charging station. The Operator shall not be liable for any charges or penalties imposed on the CUSTOMER for breaches of the parking rules.

2.3. Blocking the Charging equipment or parking space, as well as using electricity for purposes other than charging electric vehicles, is prohibited.

2.4. The CUSTOMER shall inform the Operator immediately of any defects of the Charging equipment or in the Charging process.

The Operator shall not be liable for any consequences if the CUSTOMER uses obviously damaged Charging equipment or uses the Charging equipment contrary to these Terms of Use.

2.5. During the provision of the service, the charging time in minutes and/or the volume in kilowatt-hours shall be visible in the mobile app or on the Website (the information is indicative). Charging may be stopped at any time by pressing the "Stop charging" button. If the electric vehicle is fully charged, the Charging process shall be completed automatically.

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3. Payment Procedure

3.1. All payments for the Service shall be made cashless and only in euros.

3.2. By starting the Charging process, the CUSTOMER shall agree to the specified Service price. The Operator may also apply a one-off connection fee for the Service, informing the CUSTOMER thereof in the mobile app or on the Website. Unless stated otherwise, the indicated Service prices shall include VAT.

3.3. The fee shall be determined according to the volume of the Service in kilowatt-hours and/or minutes as well as a one-off connection fee, if such a fee is applied. The Service shall be deemed as commenced at the moment of authentication in the mobile app or at the moment of acceptance of the Terms of Use on the Website and to be completed upon the end of the Charging process.

3.4. The CUSTOMER's payments, when made in the mobile app, on the Website or at POS terminals, shall be processed and executed through the secure servers of certified payment service providers. Upon the payment, the respective Operator shall receive a partial payment card number. The Operator shall not store card data entered in the mobile app or on the Website. The specific payment service provider may vary depending on the payment channel.

3.5. When paying by payment card, the CUSTOMER shall select the desired Service limit amount. The indicated amount shall be authorised as a transaction (using a MasterCard, VISA or VISA Electron debit card or credit card) on the CUSTOMER's current account and shall serve as security for payment of the Service.

Charging may be stopped before the reserved amount has been used up by pressing the "Stop charging" button. Upon completion of the Service, the actual amount for the service shall be debited from the account, and the Operator immediately shall release the difference between the reserved amount and the actual amount. The time for the released amount to be returned to the CUSTOMER's account depends on the CUSTOMER's card-issuing bank and may take several working days.

3.6. **IMPORTANT!** The Customer shall acknowledge and agree that, when making payments in the mobile app, on the Website or at a POS terminal, they shall be responsible for verifying the authenticity of the payment page, including whether the web domain URL corresponds to the Operator's

official domain. The Operator shall assume no liability for any actions of the CUSTOMER or third parties that result in card data being entered on fraudulent or unauthorised payment websites.

4. Service for Registered CUSTOMERS

4.1. By installing the Mobile app, the CUSTOMER shall accept the Terms of Use. By starting the Charging process, the CUSTOMER shall agree to the Service price in force at that moment (see Clause 3.2).

4.2. In order to receive the Service, the CUSTOMERS shall authenticate themselves in the mobile app and use a payment card, unless the Agreement has been concluded between the CUSTOMER and the Operator providing for a different payment procedure. If the CUSTOMER wishes to receive the Service in another Operator country the payment card used for payment shall be re-entered in the mobile app. A QR code and a short hyperlink shall be available on the Charging equipment, allowing the Mobile app to be obtained. The mobile app shall provide the option to enter the CUSTOMER's telephone number and email address. Upon receiving a text message on one's telephone containing a 4-digit confirmation code, the CUSTOMER shall enter it in the mobile app, thereby authenticating himself.

To switch to the post-paid Service, the CUSTOMER shall authenticate himself via strong authentication (internet banking, Smart-ID, eSignature etc.) while linking the agreement to his Mobile app account. The CUSTOMER's transaction history shall be linked to the profile of the post-payment CUSTOMER. If the post-payment CUSTOMER uninstalls the Mobile app and authenticates himself again via strong authentication, the transaction history shall be restored. The CUSTOMER shall use the Mobile app without additional authorisation and shall prevent the possession thereof by third parties. If the Mobile app comes into the possession of third parties, only the CUSTOMER shall be responsible for the actions of such persons in relation thereto.

4.3. After authentication in the mobile app, the CUSTOMER shall select the required Charging station / Charging equipment and the connector therein. The CUSTOMER shall follow the instructions in the mobile app and scan the connector QR code and, if necessary, additionally perform the actions indicated on the Charging equipment display. Upon starting the Charging process, the CUSTOMER has the option to indicate the planned charging time in the mobile app. Such an

entry shall be used for information purposes; however, this information may be used for the purpose specified in Sub-clause 8.1.4.ii of these Terms of Use.

4.4. When payments are settled under the concluded Agreement, the procedure specified in the Agreement shall apply.

4.5. When paying by payment card, Clause 3.5 of these Terms shall apply.

4.6. Upon completion of the Service, the supporting document and the full charging history shall be available in the "Transaction History" section of the Mobile app. Upon disconnection, the connector plug must be placed in its designated location.

5. Service without Registration (ad hoc)

5.1. By scanning the QR code (or entering the URL link manually), the CUSTOMER shall be directed to the Website with information on the address of the Charging station, the type of connector plug and the price of the Service (see Clause 3.2).

5.2. Before proceeding further, the CUSTOMER shall confirm acceptance of the Terms of Use. The Customer shall be prompted to enter a telephone number to receive SMS with a link to the Website page with the current Service session.

5.3. When paying by payment card, Clause 3.5 of these Terms shall apply.

5.4. When starting the Service, the CUSTOMER shall be prompted to enter details and e-mail address to receive the supporting document for the transaction. Upon completion of the Service, an invoice with the CUSTOMER's specified details shall be sent to the e-mail address indicated by the CUSTOMER. If the CUSTOMER does not enter the details, then upon completion of the Service they can receive a receipt (without details) only as the supporting document for the transaction.

5.5. Upon disconnection, the connector plug must be placed in its designated location.

6. Service Using POS Terminal

6.1. By scanning the ad hoc QR code (or entering the URL link manually and indicating the plug number), the CUSTOMER shall be directed to the Website with information on the address of the Charging station, the type of connector plug and the price of the Service (including VAT).

The POS terminal user instructions and the Terms of Use shall be available by scanning the digital QR code on the POS terminal screen.

6.2. When paying by payment card at the POS terminal, the CUSTOMER shall agree to these Terms of Use.

6.3. To start the Service, the CUSTOMER shall:

6.3.1. Select the START command at the POS payment terminal,

6.3.2. Select the charging plug number,

6.3.3. Hold the payment card (or another non-contact payment tool) against the POS terminal,

6.3.4. Connect the plug to the electric vehicle upon appearance of "Connect the plug and start charging" on the POS terminal;

6.3.5. To stop charging, the CUSTOMER shall press STOP on the POS terminal and again hold the payment card against it (or another non-contact payment tool used at the charging start).

6.4. As security for the Service payment, the following amount shall be reserved in the CUSTOMER's current account: **EUR 50** (for MasterCard, VISA or VISA Electron debit or credit cards). Upon completion of the Service, the actual amount for the service shall be debited from the account, and the Operator shall immediately release the difference. The time for the released amount to be returned depends on the CUSTOMER's bank and may take several working days.

6.5. To receive the POS terminal payment document, press the Payment Document button and again hold the payment card against the terminal. Within 15 minutes upon completion of the Service, a QR code for retrieving the payment document (payment receipt) shall be available on the terminal.

6.6. To receive a supporting document (a receipt without details or an invoice with details), the CUSTOMER shall send an application to elektrumdrive@latvenergo.lv, attaching a bank statement for the charging transaction and the payment confirmation document retrieved from the terminal, if the Customer has saved it. If an invoice with the CUSTOMER's details is required, these shall be indicated in the application.

6.7. Upon disconnection, the connector plug must be placed in its designated location.

7. Support

7.1. Information on the availability of the Charging station and equipment shall be displayed in the Mobile app, including notifications about maintenance and repair works.

7.2. Information and technical support for the CUSTOMERS shall be available 24/7. The CUSTOMER may receive information and assistance regarding:

7.2.1. the operation of charging equipment and related problems;

7.2.2. error notifications;

7.2.3. information on the location of the nearest Charging station / Charging equipment;

7.2.4. and other information related to the use of the network.

Information shall be sent via the communication channels of the electric vehicle charging service provider specified in Clause 2.1 of these Terms of Use.

If the CUSTOMER'S application is received by email outside the working hours of the electric vehicle charging service provider, a reply shall be provided on the next working day.

7.3. If the CUSTOMER has a complaint regarding an unauthorised transaction or other unlawful use of the Service, the CUSTOMER shall immediately, but no later than within 3 (three) working days, contact the Operator of the respective country via the communication channels

specified in Clause 2.1 of these Terms of Use or send a written complaint to the Operator's legal address.

8. Liability of the Parties

8.1. The Operator's rights and obligations:

8.1.1. Amend these Terms of Use and publish the updated version of the Terms in the Mobile app and on the Website.

8.1.2. Amend the Service connection fee and Service prices, as well as the technical requirements for the provision of the Service, informing the CUSTOMERS of the changes in the Mobile app and on the Website.

8.1.3. Upgrade and refurbish the Charging station / Charging equipment and its software as well as carry out other Service quality improvements and maintenance at the Charging station. If this means a restriction in the provision of the Service, the Operator shall inform the CUSTOMER thereof in the Mobile app.

8.1.4. Contact the CUSTOMER using the CUSTOMER'S telephone number or email address indicated in the Mobile app in connection with the provision of the Service to achieve the purposes specified in Clause 1.7 of the Terms of Use, including, but not limited to, the following cases:

i. to inform the CUSTOMER that the Charging process has been interrupted/completed and that the Charging equipment must be vacated;

ii. The time allocated for the CUSTOMER'S charging has expired and, if the CUSTOMER does not continue the Charging process, the Charging equipment must be vacated;

iii. in the event of unsuccessful Charging, to inform the CUSTOMER of the actions to be taken;

iv. to monitor the receipt and quality of the Service.

8.1.5. Suspend, deny or restrict the use of the Service or any part thereof as well as refuse to approve the purchase of the Service or other actions performed by the CUSTOMER using the Service, particularly for the following reasons:

i. for security reasons;

ii. there is a reason to believe that the Service is being used improperly, illegally or fraudulently;
or

iii. the CUSTOMER has acted contrary to these Terms of Use;

8.1.6. For the purpose of the safe use and receipt of the Service, temporarily impose access restrictions on the portal, the Mobile app and/or services.

8.1.7. Use the charging data generated during use of the Service to improve the Service, for forecasting and to provide solutions corresponding to Customers' needs.

8.2. The CUSTOMER'S rights and obligations:

8.2.1. The CUSTOMER shall use the Service in accordance with these Terms of Use.

8.2.2. The CUSTOMER shall have the right to receive information on the personal data processing and to exercise other rights arising from the General Data Protection Regulation in accordance with the procedures of the electric vehicle charging service provider's specified in the Customers' personal data processing principles and [in the Principles for the Personal Data Processing During the Electric Vehicle Charging Service](#).

8.2.3. The CUSTOMER may access and correct one's personal data by making the relevant amendments in the Mobile app.

8.2.4. The CUSTOMER shall be entitled to enter the data of one's electric vehicle(s) (make, model, year of manufacture, battery capacity kWh, colour) to receive personalised charging recommendations and offers for the most suitable equipment.

8.2.6. The CUSTOMER shall compensate the Operator for any losses caused through the CUSTOMER'S fault, including as a result of improper and/or negligent use of the Charging station / Charging equipment;

8.2.7. The CUSTOMER shall ensure the secure safekeeping of the charging card and to inform the operator immediately of the loss, theft or unauthorised use of the charging card or any suspicion that its data has been compromised

8.3. The Operator shall not be liable for any losses arising from the use of the Service or the inability to use it, including as a result of the use of information in the Mobile app or on the Website, except where such losses have arisen due to the Operator's gross negligence or wilful misconduct.

8.4. The Operator shall not be liable for disruptions to the Service or any deterioration in its quality if caused by circumstances beyond the Operator's control, including force majeure.

8.5. The Operator shall not be liable for the CUSTOMER's belongings left at the Charging station.

8.6. The Operator shall not be liable for any losses caused to the CUSTOMER by third parties in connection with the use of the Service.

8.7. The CUSTOMER shall be prohibited from:

- 8.7.1. manipulating QR codes, payment links, stickers, signs or other payment identifiers placed at Charging stations, in the Mobile app or in other materials related to the Service, including replacing, covering, damaging, falsifying or using them without authorisation;
- 8.7.2. using payment terminals, payment interfaces, QR codes or payment links other than those provided by the Operator or the Operator's payment service provider;
- 8.7.3. attaching, installing, using or attempting to use any unauthorised devices, software, intermediary devices, data-reading tools, skimmers or other technical means on POS terminals, Charging stations or devices associated with them;
- 8.7.4. opening, dismantling, modifying, damaging or otherwise interfering with POS terminals, their casings, connections, software, security features or identification markings;
- 8.7.5. obtaining, recording, storing, transmitting, processing or otherwise using payment card data, card verification codes, PINs, PIN blocks or other authentication data;

- 8.7.6. carrying out actions that interfere with or may interfere with the operation, security, availability or integrity of the Mobile app, Charging stations or related systems;
- 8.7.7. attempting to gain unauthorised access to the App, data, charging stations or other users' accounts;
- 8.7.8. using automated tools, scripts, robots or other technical means, without the Operator's prior written consent, to obtain data, affect the operation of the Mobile app or automate the use of the Service;
- 8.7.9. bypassing or attempting to bypass authentication, authorisation, reservation, payment or other security and control mechanisms;
- 8.7.10. using another person's account, means of identification, charging card or means of payment without appropriate authorisation as well as any found, borrowed, stolen or in any unauthorized way obtained charging card;
- 8.7.11. providing false, misleading or incomplete information about oneself, the vehicle or payment data;
- 8.7.12. carrying out actions that create or may create an excessive load on the operation of the Mobile app or the infrastructure associated with it;
- 8.7.13. damaging, misusing or otherwise endangering Charging stations, cables, connectors or other charging infrastructure;
- 8.7.14. starting, interrupting, blocking or otherwise affecting another person's charging session without lawful grounds;
- 8.7.15. using the Mobile app or the charging service for unlawful, fraudulent or rights-infringing purposes;
- 8.7.16. handing over the charging card for use by third parties or allowing other persons to use the charging card issued to the User;
- 8.7.17. copying, cloning, modifying, emulating, decrypting, reading or in any unauthorized way obtaining or using charging card data, identifiers or other related technical parameters;
- 8.7.18. carrying out any actions that may affect the security, integrity or proper operation of the charging card, the charging card reader or the related authentication infrastructure.

9. Amendments to the Terms of Use

9.1. Changes or amendments to the Terms of Use shall enter into force upon their publication on the Elektrum portal, in the Mobile app and on the Website.

9.2. By continuing to use the Service, the CUSTOMER shall agree to these amendments to the Terms of Use. If the CUSTOMER does not agree to the amendments to the Terms of Use, the CUSTOMER shall have the right to uninstall the Mobile app. Upon uninstalling, the CUSTOMER's profile in the Mobile app shall be closed. Transaction history shall be available upon the CUSTOMER's written request. Transaction data shall be stored in the Operator's systems for the period specified by applicable laws and regulations.

9.3. The current version of the Terms of Use shall be available on the Elektrum portal, in the Mobile app and on the Website. Upon request, the Operator shall send the CUSTOMER previous electronic versions of the Terms of Use.