

## RULES FOR FLEET MANAGEMENT SYSTEM

### Edition 2024 [ ] [ ]

#### 1. GENERAL PROVISIONS

- 1.1. The Fleet Management System Rules (hereinafter referred to as the "Fleet Rules") establish the conditions and procedures for using the Fleet Management System, which all users of this system must follow. The Fleet Rules form an integral part of the Agreement concluded between the Client and Ignitis, as well as the Ignitis ON application Terms of Service.
- 1.2. The Client, who has a valid Agreement, an Account activated as a business account, and an activated Fleet Management System, is entitled to use the Fleet Management System.
- 1.3. Before using the Fleet Management System, the Client must familiarize themselves with these Fleet Rules and commit to complying with them.
- 1.4. The Client is responsible for ensuring that the User, acting on the Client's behalf, and the Administrator are familiar with the Fleet Rules and comply with them before using the Service.
- 1.5. Ignitis reserves the right to unilaterally amend the Fleet Rules at any time. Unless stated otherwise, amendments to the Fleet Rules come into effect immediately upon being published on the website <https://ignitison.ee/> or announced via other selected methods. Before using the Fleet Management System for the first time after the Fleet Rules have been amended, the Client must review the changes and confirm electronically, via email, that they have been acknowledged.

#### 2. DEFINITIONS

- 2.1. **Fleet Management System** – An additional functionality of the Application, allowing the Client to create, add, manage, and monitor Users in their Fleet Management System, who can use the Service on the Client's behalf within the Credit Limit provided under the Agreement.
- 2.2. **Fleet Management System Administrator (Administrator)** – A person appointed by the Client who is authorized to manage the Client's Fleet Management System on their behalf and whose data (email) is specified in the Agreement or provided in a separate written notice to Ignitis.
- 2.3. **Two-Factor Authentication** – A more secure login process to the Fleet Management System requiring more than one method of identity verification.
- 2.4. **User** – A person included in the Client's Fleet Management System who may use the Service on the Client's behalf.
- 2.5. Other terms and definitions used in these Fleet Rules are consistent with those used in the Terms of Service and the Agreement between the Client and Ignitis.

#### 3. FLEET MANAGEMENT SYSTEM

##### 3.1. Access to the Fleet Management System

- 3.1.1. The Administrator can access the Fleet Management System via a login link sent by Ignitis via email.
- 3.1.2. The Administrator logs in to the Fleet Management System using Two-Factor Authentication, which requires the Google Authenticator app on their mobile device. The app can be downloaded from Google Play for Android devices or the App Store for Apple devices.

##### 3.2. Fleet Management System Features

- 3.2.1. Independent management of the Fleet Management System, including creating, adding, and managing Users who can use the Service on the Client's behalf:
  - 3.2.1.1. A User can be someone with an existing Account in the Application. In such a case, the Administrator sends an invitation via email, and upon acceptance, the individual is added to the Client's Fleet Management System as a User.
  - 3.2.1.2. A User can also be someone without a pre-existing Account in the Application. The Administrator creates the User and Account in the Fleet Management System by entering required details: email address and a temporary password, which the User must change upon first login.
- 3.2.2. RFID Key Management – The Administrator can assign a new RFID key to a specific User and view all RFID keys assigned to the Client.
- 3.2.3. Monitoring Charging Sessions and Transactions – View data on individual and overall User activities, with the ability to export this data in CSV format.
- 3.2.4. Credit Monitoring – The Administrator can track charging sessions, payments, and credit limit usage, including detailed User information.

### **3.3. Suspension of the Fleet Management System**

- 3.3.1. Ignitis may suspend or terminate the Client's access to the Fleet Management System without prior notice if violations occur during Service use or if misuse or fraudulent activity is suspected. Ignitis may demand compensation for incurred damages and/or report illegal activities to law enforcement.
- 3.3.2. The Client can suspend the Fleet Management System via the following methods:
  - 3.3.2.1. The Administrator can independently remove Users or suspend their access to the Service.
  - 3.3.2.2. At the Client's request, Ignitis can suspend User access and restrict the Administrator's ability to log in to the Fleet Management System by contacting Ignitis via email: [ariklient@ignitison.ee](mailto:ariklient@ignitison.ee).

## **4. PAYMENT FOR THE SERVICE**

- 4.1. The use of the Fleet Management System is not subject to additional charges.
- 4.2. The Client pays for the Service as per the VAT invoice issued by Ignitis. The invoice will include data on charging sessions by Users on behalf of the Client, utilizing the Client's Credit Limit.
- 4.3. Charging sessions paid for with a User's personal payment card are not considered as Service usage on behalf of the Client and will not be included in the Client's invoice.
- 4.4. In the User's Account within the Application, an additional payment method will appear – payment from the Client's account (Credit Limit). This method can be selected for charging sessions initiated either through the Application or using the RFID key.

## **5. LIABILITY**

- 5.1. The Client assumes responsibility for familiarizing the Administrator and Users with these Fleet Rules, as well as their actions and/or omissions when using the Fleet Management System and/or the Service on behalf of the Client.
- 5.2. The Client and the designated Administrator commit to safeguarding and not disclosing the login link and credentials for the Fleet Management System to third parties.
- 5.3. If, while using the Fleet Management System, the Client becomes aware of third-party personal data due to a data security breach, the Client must immediately inform Ignitis and refrain from any unauthorized use of such data.
- 5.4. Ignitis reserves the right to suspend or terminate the operation of the Fleet Management System without prior notice if there are justified suspicions regarding the accuracy of the information provided by the Client or in cases of violations involving the Fleet Management System, Application, or charging stations. Ignitis may demand compensation for incurred damages or notify competent authorities of potential unlawful actions.
- 5.5. Ignitis does not guarantee uninterrupted operation of the Fleet Management System but commits to making every effort to ensure smooth functionality. Ignitis is not liable for consequences resulting from system malfunctions.
- 5.6. Ignitis is not responsible for system malfunctions caused by third parties (e.g., banks, telecommunications providers, energy distribution operators) or for temporary disruptions due to reasons that were later deemed unfounded but were initially believed necessary to prevent damage to charging station equipment, the Application, the Fleet Management System, or Client data.
- 5.7. Ignitis is not liable for losses incurred by the Client, User, or third parties due to non-compliance with legal or technical standards, unauthorized actions, false or incorrect information, misuse of the Fleet Management System, the Application, or charging stations. Ignitis is also not liable for indirect damages or those not caused by Ignitis.

## **6. PERSONAL DATA PROTECTION**

- 6.1. When the Client transfers personal data during the use of the Fleet Management System, Ignitis processes this data for purposes such as providing the Service, contract formation and execution, billing, debt management, and fulfilling other rights and obligations under the law or Agreement. This is done in accordance with the General Data Protection Regulation (EU Regulation 2016/679) and other applicable laws. Detailed information about data processing and related rights is available in the Privacy Policy published on the Ignitis website: <https://ignitison.ee/privacy-statement>.
- 6.2. The Client acts as an independent data controller for the personal data of Users in their Fleet Management System and is responsible for processing this data in compliance with the GDPR.

## **7. FINAL PROVISIONS**

- 7.1. To change the Administrator, the Client must contact Ignitis via email at [ariklient@ignitison.ee](mailto:ariklient@ignitison.ee).
- 7.2. Additional instructions for the Fleet Management System will be provided by Ignitis to the Client's email address specified in the Agreement.
- 7.3. Relationships arising from these Fleet Rules are governed by the laws of the Republic of Estonia.
- 7.4. Disputes between Ignitis and the Client, who is not considered a consumer under the law, are resolved through negotiations. If no agreement is reached within 30 (thirty) days, disputes are resolved according to Estonia law.
- 7.5. A Client considered a consumer may resolve disputes with Ignitis in writing without court involvement. First, the Client must contact Ignitis in writing via email at [info@ignitison.ee](mailto:info@ignitison.ee). If Ignitis does not respond or the response is unsatisfactory within 14 (fourteen) days, the Client may contact the Consumer Disputes Committee (Endla 10a, 10122 Tallinn, e-mail [avaldus@komisjon.ee](mailto:avaldus@komisjon.ee), telephone +372 620 1707, web page [Eraklient | Tarbijakaitse ja Tehnilise Järelevalve Amet](#))), its regional divisions, or use the Online Dispute Resolution platform at [Avalduse esitamine | Tarbijakaitse ja Tehnilise Järelevalve Amet](#).
- 7.6. The content of the Fleet Management System, including text, graphics, images, trademarks, and logos, is protected by copyright and other laws of Estonia and the European Union. Unauthorized use of this content may violate legal rights. The Client may not sell, modify, reproduce, display, publicly perform, distribute, or create derivative works from the content for public or commercial purposes. Use of the content on other websites or network environments is also prohibited.
- 7.7. Ampeco LTD (company code 205394857), registered at 36 Dragan Tsankov Blvd., entrance A, 5th floor, Sofia 1113, Bulgaria, holds exclusive intellectual property rights for the Fleet Management System as an additional functionality of the Application.Limit), which can be selected for charging sessions initiated via the app or RFID key.