

TERMS AND CONDITIONS

These Terms of Use apply to orders for the purchase of the service www.ecodrive.md offered by **Genergy SRL** through the **Eco Drive** application. Before using the application, we recommend that you carefully read the presented Terms and Conditions. We reserve the right to make changes to these provisions without prior notice.

1. GENERAL PROVISIONS

The **Eco Drive** website and applications are owned by **Genergy SRL**. By placing an order through the application, the Buyer accepts the Terms of Sale of goods/products and/or services based on the legislation of the Republic of Moldova (hereinafter referred to as the Terms and Conditions) presented below.

The use of the **Eco Drive** website and application implies acceptance of the Terms and Conditions proposed by **Genergy SRL**, in accordance with Law no. 284/2004 on electronic commerce. The relationship between the buyer and the seller is based on Law no. 105/2003 on consumer protection and other regulatory acts adopted in accordance with it. The seller reserves the right to change these Terms and Conditions, and the Buyer is obliged to keep track of any changes.

2. PERSONAL DATA PROTECTION

By using the **Eco Drive** website and application, you automatically agree to the collection and processing of personal data necessary for order processing/confirmation/fulfillment.

Personal data is processed only for lawful purposes, such as providing the products you have ordered, promotional activities, Google analytics, cookies, and notifications/newsletters. All information containing personal data is stored and used only for the period necessary to achieve the purposes for which it was collected, in accordance with the provisions of Law no. 133/2011 on personal data protection.

We use commercial security measures to prevent unauthorized access, maintain data accuracy, and ensure the proper use of information on the website. Data transmission over the Internet or wireless network cannot be completely secure. Therefore, like other companies, we cannot guarantee the security of the information provided by the Buyer, so the Buyer does so at their own risk.

3. ORDER PLACEMENT AND PAYMENT

Online payment is made under conditions of maximum security using a payment card as a payment instrument, which allows for online transactions. After payment, you will receive a payment confirmation in the **Eco Drive** application.

The payment processor uses a secure system based on the latest version of the 3D-Secure security standard, which represents a new global approach to authenticating buyers in secure online transactions. This security measure

includes redirecting the user to the secure **maib** page when making a payment, where the authentication of each cardholder is performed by assigning a one-time code for each online transaction.

Refunds are only made to the payment card used for the purchase. To make a payment, you will need to enter your bank card details. The transmission of this information is done with all necessary security measures. The information is transmitted in encrypted form and is stored only on the specialized server of the payment system.

The following data will be requested to process the payment:

- card number (16 digits),
- expiration date (month and year),
- CVC or CVV code (3 digits),
- the Name and Surname on the payment card.

All payments are processed in the national currency – MDL (Moldovan lei). If the currency of the transaction differs from the payment currency, the amount of the transaction is converted at the exchange rate of card transactions on the day of settlement of the issuing bank.

In the **Eco Drive** application, you can also view the complete history of your transactions.

4. PRODUCTS / SERVICES

1. When placing an order, the Buyer specifies the quantity of kWh (kilowatt-hours) they wish to charge. The full cost for the selected amount of energy is then deducted from their card. After the charging process is completed, the balance of how much has been paid/used is calculated, and any positive difference is refunded to the Buyer.
2. **15** minutes are provided for the charging process, which can be used for preparing the vehicle for charging and vacating the parking space after all processes are finished.
3. Any time the vehicle occupies a parking space beyond the time specified in section **4.2** will be charged according to the tariffs stated in the **Eco Drive** application.
4. The Buyer will be notified via Notifications (Android) / Push Notification (iOS) when the charging process is completed.

5. TERMS OF USE

For the proper functioning of the **Eco Drive** application, it is recommended that the Buyer allows Notifications (Android) / Push Notification (iOS).

If the Buyer does not allow receiving Notifications (Android) / Push Notification (iOS), it may result in an uncontrolled amount of idle time for the vehicle, which will be charged according to section **4.3**.

For vehicles occupying a parking space without using the services of **Eco Drive**, towing will be called unconditionally.

6. RIGHT OF RETURN

According to the provisions of **Law No. 105-XV of 13.03.2013 on consumer protection**, the Buyer has the right to return the purchased goods within 14 days from the date of payment for certain reasons. The funds will be refunded to the card used for the purchase.

The items of kWh (kilowatt-hours) and parking idle time are not subject to exchange or return, in accordance with Annex No. 2 to Government Resolution No. 1465 of 08.12.2003 (MO248-253/19.12.2003) as amended by Government Resolution No. 1188 of 11.02.2007 (MO175/11.09.2007).

Contact the company for returns/disputes: +373 79713902
Processing time for requests: 14 working days

7. PRIVACY POLICY

In accordance with the provisions of Law No. 133/2011 on personal data protection, the service provider processes personal data. Personal data is processed in good faith based on and in accordance with legal norms. The processing of personal data is carried out using mixed methods (automatic and manual) in compliance with legal requirements and under conditions that ensure the security, confidentiality, and compliance with the rights of data subjects.

The service provider collects and processes only the personal data provided by consumers when placing an order: phone number, email.

Personal data is used solely for the administration of the website, providing access to information, including order delivery or contacting the consumer for delivery purposes. Through this information, users and consumers are informed that their personal data (name, surname, phone number, address, email address) will be processed and used. The service provider processes the personal data of users and consumers provided during browsing, using, and registering on the **Eco Drive** website and application.

Any information provided by users and consumers of the **Eco Drive** website and application will be considered and will constitute explicit consent to the use of personal data by the service provider.

The service provider will not disclose any existing data to third parties without the consent of the data subjects, nor will it trade, exchange, or disclose this data to other parties, except as provided by applicable law (at the request of government authorities, legal entities, courts, also authorized to process personal data).

Personal data may be processed and used by the service provider for statistical purposes and further promotion.

The service provider complies with the security requirements for personal data and ensures the protection of consumer data against loss, destruction, distortion/falsification, or disclosure to third parties.

Service provider employees are obliged to maintain the confidentiality of consumer personal data. The processing of personal data will be carried out by the authorized person of the service provider.

The service provider uses security methods and technologies in accordance with applicable law.

The service provider does not collect transaction-related information, such as card number, expiration date, country of origin.

For more detailed information, interested parties can contact via email **tz@ecodrive.md** or phone **+373 79713902**

8. CONTACT INFORMATION

Company Legal Name: **Genergy SRL**

Tax Identification Number: 1016600019301

Legal Address: **MD-2012, str. Mariea Cebotari 65 Ap. 4**

Physical Address: **Str. Otovasca 17 OFFICII**

Contact Phone: **+373 79713902**

Email for communication: **tz@ecodrive.md**