

# PARGI.EE

PARGI.EE is a smart device application (hereinafter “PARGI.EE”) owned and provided by Telia Eesti AS (registry code: 10234957, hereinafter “Telia”).

By accepting the terms of use of the application PARGI.EE (hereinafter “Terms of Use”), the application user (hereinafter “User”) that he or she has read them through and agrees to adhere to them.

## 1. Description of PARGI.EE and its principles of use



1.1. PARGI.EE is a smart device application through which the User can:

1.1.1. pay for parking in the car parks of car park operators using the platform via an invoice submitted by their mobile service provider (Telia Eesti, Elisa Eesti, Tele2 Eesti) or with a bank card;

1.1.2. pay for the electric vehicle charging service at chargers marked with the corresponding QR payment label. The electric vehicle charging service can only be paid for via a bank card;

1.1.3. Send notifications of the absence of a motor third party liability insurance contract with MTÜ Eesti Liikluskindlustuse Fond (hereinafter ‘LKF’) via the PARGI.EE app when you start parking.

1.2. PARGI.EE can be downloaded from the environments of AppStore and Google Play Store.

1.3. The use of PARGI.EE is based on a non-exclusive license issued to the User by Telia. The non-exclusive license is issued free of charge, and it is valid from downloading PARGI.EE on a smart device until it is uninstalled.

1.4. To enable the use of the functionalities of PARGI.EE, the User is identified through the mobile number. Personal identity authentication (e.g. Mobile-ID) is not carried out. Telia assumes that the User has the right to use the mobile number associated with PARGI.EE and to agree with the Terms of Use, including to pay for the parking via mobile invoice, if necessary.

1.5. A service fee is added to each parking transaction and electric vehicle charging transaction, the amount of which is displayed in PARGI.EE.

1.6. The User has the option to add bank cards to PARGI.EE, which can be used for the payment of parking fees and/or for charging an electric vehicle. Upon adding a bank card, the parties to the legal relationship generated in PARGI.EE are the issuer of the Card (bank) and the User; Telia is not a party to the corresponding legal relationship.

1.7. If the corresponding technical capability is available, the barrier will open automatically after the vehicle number has been detected, when starting or finishing parking in multi-storey car parks. The user has the option to turn off this functionality under the ‘Parking in multi-storey car parks’ subsection of the ‘Settings’ application.

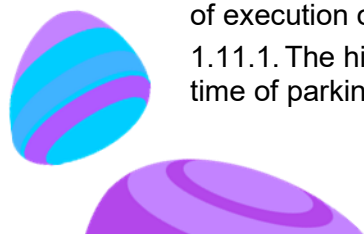
1.8. Functional mobile internet, or WiFi network serve as prerequisites for using PARGI.EE.

1.9. The users can also end the parking started through PARGI.EE by calling 1903. It is possible to stop charging an electric vehicle using the corresponding service menu item on the PARGI.EE app.

1.10. Upon termination of parking or the electric vehicle charging service, the User will be issued corresponding mKviitung receipts on the PARGI.EE app. The mKviitung receipts for payment transactions are stored in the PARGI.EE menu option ‘History’ and, at the request of the User, they can be forwarded to an e-mail address in PDF format or directly to the desired company’s electronic accounting system, if the company has joined the E-invoice processing system.

1.11. The history of parking transactions and electric vehicle charging transactions performed through PARGI.EE is saved by the User in PARGI.EE for a period of 2 months from the moment of execution of the transaction, as follows:

1.11.1. The history of parking transactions shows the registration plate number of the vehicle, the time of parking, the zone and the cost. The referenced two month parking history is associated



with the User's mobile number and it is also displayed upon re-installing the PARGI.EE app (e.g., the User replaces their smart device with a new one). The transaction history also displays parking started with an SMS (message to 1902) or a call to the short number (1901) from the mobile number associated with the PARGI.EE app.

1.11.2. The history of electric vehicle charging transactions includes the name, address, amount of energy consumed and cost of the charger. In the history of the electric vehicle charging service, the User's mobile number is not displayed and is not forwarded by Telia to the charging service provider.

1.12. The User has the right to end the use of PARGI.EE at any time by uninstalling the app from their smart device.

## 2. Liability



2.1. The User is obligated to take any measures that prevent unauthorised persons from accessing PARGI.EE. In order to protect their information, the User can apply the screen lock function on their smart device, the encryption of the smart device, etc.

2.2. The User is held independently liable for the legality and consequences of transactions and operations carried out through PARGI.EE. Possible disputes with third parties (including with the institution that has issued the Card, the parking operator, the mobile communications service provider, an unauthorised person who has gained access to PARGI.EE, in case of absence of the authorisation established in clause 1.4) are independently settled by the User.

2.3. Telia is only liable for the functioning of PARGI.EE, and the liability is only limited to direct material damage caused by intentional or severe negligence.

2.4. Telia provides the PARGI.EE application in its current form and it is not required to ensure that PARGI.EE operates around the clock and flawlessly. Telia will not be held liable for any damages that may be incurred due to the fact that PARGI.EE is not working or cannot be used in the desired manner.

2.5. The User undertakes to inform Telia of claims related to PARGI.EE within a reasonable time, but no later than within six months from the date on which grounds for the claim arose.

2.6. Telia is not liable to the User for the fact that the parking operator, electric car charging service provider, bank or other third parties limit the functionalities or scope of the PARGI.EE services, modify their conditions or remove them from PARGI.EE, or their services do not operate in a designated manner, e.g. interruptions in the use of a bank card.

## 3. Use of data



3.1. The use of PARGI.EE and the services thereof requires the processing of the User's data, including personal data, and the data generated during the use of PARGI.EE (hereinafter "Data") and forwarding of such Data to persons associated with the provision of the PARGI.EE services (parking operator, bank).

3.2. To enable the use of services through PARGI.EE, Telia processes the Data entered by the Client in PARGI.EE, e.g. mobile number, vehicle registration number, transaction data, location data.

3.3. Telia processes the Data on the basis of consent for performance of the contract, for the legitimate interests of Telia, and for compliance with the obligations arising from law in accordance with the Terms of Use and the provisions of Privacy Notice of Telia Eesti AS (available at [www.telia.ee](http://www.telia.ee)). The referred Privacy Notice specifies the actions taken by Telia to respect the privacy of the User's personal data and the rights of the User in relation to their personal data. The Privacy Notice is an informative document and is not an Annex to the Terms of Use.

3.4. Through PARGI.EE, Telia forwards the User's Data to the parking operator associated with the provision of services, the bank or other person associated with enabling the use of PARGI.EE if this is required for making transactions and operations through PARGI.EE and/or the bank has sent the corresponding inquiry to Telia to process potential cases of fraud. In cases specified in

this clause, Telia acts as the Data processor and based on instructions specified by the respective Data controller (parking operator, bank).

3.5. In connection with the provision of the charging service the User's personal information is not forwarded to the charging service provider via PARGI.EE, and Telia is an independent controller of that Data.

3.6. On the basis of the User's explicit consent, Telia will forward the Data (vehicle registration number) to MTÜ Liikluskindlustuse Fond via PARGI.EE for the purpose of receiving a motor third party liability insurance reminder notification. The User has the right to withdraw their consent in the settings of the app at any time. In cases specified in this clause, Telia acts as the Data processor and based on instructions specified by the respective Data controller (LKF). The LKF is responsible for the content and accuracy of the information.

3.7. Telia stores Data entered in PARGI.EE by the User during the use of PARGI.EE and for three years after making the last transaction. The purpose of storing this data is to improve the quality of the app, to resolve disputes, and to allow the User to request an overview of transactions and activities carried out through PARGI.EE.

3.8. The location data is only used to initiate parking and not stored for further processing.

3.9. By way of derogation from clause 3.7, Telia preserves the Data associated with the transaction to comply with the requirements arising from legislation and to the corresponding extent (accounting records) in its information system for seven years of the end of the year when the transaction was made.

3.10. The User has the right to request Telia to delete Data, in regard to which Telia is the Data controller and the deletion of which does not violate any obligations arising from the contract or legislation (e.g. data specified in clause 3.9 cannot be deleted), prior to their expiration date by submitting a corresponding request to Telia.

## 4. Modification of the Terms of Use of PARGI.EE and its functionalities



4.1. Telia has the right to unilaterally change the Terms of Use at any time by notifying the User thereof 1 month in advance via the PARGI.EE app and on Telia's website [www.telia.ee](http://www.telia.ee). The Users are deemed to have been notified of the change from the moment when Telia has posted a notice of the change to a visible place in the application and its website. If the User disagrees with the modifications, he or she is obligated to terminate the use of PARGI.EE. Upon continuing the use of PARGI.EE, the User is deemed to have accepted the relevant modifications.

4.2. The User is required to download PARGI.EE software updates, as such updates include new functionalities or changes to current functionalities, removal of possible errors or security updates.

4.3. Telia has the right, regardless of the reason, to terminate the use of PARGI.EE by giving at least 1 month's notice to the User. The User is considered to have been notified of the cancellation of contractual relationship from the moment when Telia has posted the corresponding notice to their website at [www.telia.ee](http://www.telia.ee) and at a visible place in PARGI.EE.

## 5. Other terms and conditions



5.1. The User can contact Telia in connection with the Terms of Use, or questions concerning the functionality of PARGI.EE, in particular through PARGI.EE, and, if necessary, through other service channels displayed on Telia's website at [www.telia.ee](http://www.telia.ee).

5.2. In any questions not regulated by these Terms of Use, Telia and the User shall be guided by legislation and principles of good faith and reason.

