

General terms of use for the Alexela app

Valid from 21 October 2021

The following User terms (hereinafter "User terms") apply to the use of the Alexela app (hereinafter "Alexela app") by AS Alexela (hereinafter "Alexela"). The purpose of the Alexela app is to offer a convenient cardless payment solution when fuelling at Alexela. The User terms apply to all users (hereinafter "User") who have downloaded the Alexela app on their mobile devices. By downloading, using and accepting the User terms, the User confirms that they have read the terms and agree with them.

1. General description of the Alexela app

- 1.1. By using the Alexela app, the User may pay for goods and/or services in Alexela by using Alexela service cards (loyalty card, Payment Card, etc.).
- 1.2. When using the Alexela app, Alexela grants the User a readmittable, non-sublicensable simple licence that is valid from the time the app is downloaded until the app is discontinued (removed from the phone). Pursuant to a simple license, the User has the right to use the Alexela app within the functionalities described in the User terms.
- 1.3. The User can link their bank and/or service cards (hereinafter "Cards") to the app. Upon linking a card to the app, Alexela will not, in any circumstances, become a party to the legal relationship concerning the linked card. Alexela will not store data concerning payment cards (see more in our Privacy Policy). Possible payment options in the Alexela app are:
 - 1.3.1. Mastercard, Visa;
 - 1.3.2. Service cards (loyalty card, discount card, Alexela Home Card, Alexela Payment Card).
- 1.4. For every purchase, an electronic receipt will be saved in the Alexela app. The User can access the electronic receipts for up to 6 months after the purchase. If the User wishes to store the receipts for a longer time, they can download the receipts or allow them be sent to their e-mail address.

2. Using the Alexela app while fuelling

- 2.1. When visiting a fuelling station, you will be authorised according to the nearest pump. You can be authorised by:
- 2.2. location identification;
- 2.3. scanning a QR-code.
- 2.4. The specific conditions of the fuelling station may be added to the User terms. The User will be informed about the fuelling station's conditions when using the Alexela app for the first time.

3. Preconditions for use of the Alexela app

- 3.1. The User must download the Alexela app on their mobile device.

- 3.2. The precondition for using the Alexela app is a functioning mobile network service.
- 3.3. In order to use the Alexela app, the User must create a user account and authorise themselves via Mobile ID or Smart ID.
- 3.4. When making their first purchase, the User must add at least one valid payment option.
- 3.5. The accessibility of certain functionalities of the Alexela app may depend on the User's mobile device, network connection and the mobile service provider.
- 3.6. The User is obliged to use measures that prevent unauthorised persons from accessing the Alexela app.
- 3.7. The User must have the latest version of the Alexela app downloaded on their device.

4. Closing the account

- 4.1. The User can stop using the Alexela app at any time by uninstalling the app. The User may start using the app again by reinstalling the app.
- 4.2. Uninstalling the Alexela app does not delete your Alexela account. To delete your account, submit an application ("Closing the account") via e-mail to alexela@alexela.ee.
- 4.3. If the User is **unable** to submit an application ("Closing the account") or the User suspects that an unauthorised person has gained or may gain access to his/her account, the User is obliged to close the Alexela app at the earliest possibility and contact Alexela as soon as possible to get help.
- 4.4. In exceptions, Alexela may close the User's Alexela account without prior notice if there is a suspicion that unauthorised persons are using the account. Alexela also has the right to close the account if there is a suspicion that the User has abused the Alexela app and/or violated the obligations provided in the User terms. If the account is closed, the User can no longer use the Alexela app on his/her smart device.

5. Liability

- 5.1. The User is liable for the legality of the transactions and operations performed through the Alexela app and any related consequences.
- 5.2. Alexela offers the app based on an "as-is" principle and is not responsible for the impeccable 24/7 operation of the Alexela app. Alexela gives no confirmations or warranties regarding the quality (including obvious or hidden defects) or suitability (standard or specific purposes) of the app.
- 5.3. Alexela is not liable for any damages that may occur due to the fact that the Alexela app is not working or cannot be used in the desired way.
- 5.4. Alexela is not liable to the User for the proper functioning of services provided by third parties through the Alexela app, for example for disruptions when using a bank card. The merchant may restrict, change and terminate the offer of goods via the Alexela app. Alexela is not liable for the consequences of such a change.
- 5.5. Alexela is in no circumstances liable for the consequences arising from the closing of the User's account or the app.

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5.6. In addition to the limitations listed above, Alexela is in any case only liable for direct property damage caused intentionally or through gross negligence.

6. Use of data

6.1. The use of the Alexela app requires the processing of the User's data, including personal data, and its transfer to persons who are involved in the provision of services via the Alexela app (e.g., Alexela, the bank).

6.2. The amount of collected data depends on the requirements set by banks. Only data that is necessary for the operation of the Alexela app and/or the performance of contracts concluded through the Alexela app will be collected through the app.

6.3. The controller of personal data is AS Alexela, which processes personal data in accordance with the current User terms, applicable Estonian and European Union legislation and the "The Personal data processing notice for Alexela cards" (hereinafter Notice), available at: https://www.alexela.ee/sites/default/files/documents/2020-04/Alexela%20kaartide%20isikuandmete%20t%C3%B6C3%B6tlemise%20teavitus_EN.pdf.

7. Changes to User terms

7.1. Alexela has the right to unilaterally change the User terms at any time by notifying the User in the Alexela app and on the website www.alexela.ee. Users will be deemed to have been notified of the change from the moment Alexela places the notice on the website and in a visible place in the Alexela app. If the User does not agree with the changes, they are obliged to close the Alexela app, uninstall the app from their device and close their Alexela account. By continuing to use the Alexela app, the User is considered to have agreed to the changes.

7.2. Alexela may stop offering the Alexela app at any time.

8. Other conditions

8.1. In matters not regulated by the User terms, Alexela and the User are guided by the legislation and the principles of good faith and reasonableness.