

Standard terms of business and conditions of use for charging stations

1 What do these terms apply to?

These standard terms of business ("**Terms**") govern relations between Repower AG, Via da Clait 307, 7742 Poschiavo, Switzerland ("**Repower**"), and the user of the Repower app ("Plug'n'Roll") or Repower radio-frequency identification (RFID) card ("**the Customer**") in relation to the use of charging stations which can be used to charge electric vehicles with the Repower app or Repower RFID card ("**the Network**"). The Network charging stations may be operated by Repower or by third parties.

By registering on the website (plugnroll.com) or in the Repower app, the Customer declares that they agree to the Terms ("**Network Membership**"). Network Membership entitles the Customer to charge electric vehicles, in return for the corresponding consideration, using the Network charging stations, provided the charging station in question is available and the Customer meets the necessary prerequisites for charging.

2 What are the prerequisites for Network Membership and charging in the Network?

Network Membership requires registration on the website or in the Repower app and a credit card (debit and prepaid credit cards will not be accepted). A mobile device with an Android or iOS operating system, and a functioning internet connection, are required to use the Repower app.

To be able to commence charging at a charging station, the Customer must meet the necessary technical prerequisites (in particular an appropriate cable must be available and depending on the charging station the vehicle must be compatible with direct or alternating current, etc.). The Customer will find details of the technical prerequisites for charging at a particular station in the instructions for the station in question (to be found via the QR code on the Repower RFID card or via a link in the app).

3 How does the Network function, and how do I use it?

The Customer can commence charging directly using the Repower app or their Repower RFID card. The Repower app and the Repower RFID card can be used to charge at charging stations within the Network. Charging is only possible at charging stations outside the Network if these stations are specifically indicated in the app.

4 What does charging cost?

Prices for charging in the Network are governed by the tariffs published on the customer portal at www.plugnroll.com (for charging at stations operated by Repower) or by the tariffs of the partner operators of charging stations (for charging at stations operated by third parties). The price for charging in the Network covers the cost of the energy, use of the Network, use of the charging infrastructure and all fees, levies, taxes and charges related to this; the price does not cover any parking charges that may be incurred. Within the Repower network, Repower guarantees that charging is covered by renewable energy certificates.

After registration on plugnroll.com, the Customer chooses a tariff. There are two tariffs to choose from. Under the "Basic" tariff, individual charging sessions are charged by amount of energy (kWh) and time (minutes). Under the "Member" tariff, the Customer pays a basic monthly fee; in return, the amount of energy and time for each individual charging session will be charged at a lower rate. If a customer does not make a choice they will automatically be charged under the "Basic" tariff.

The “Member” tariff runs from the date of the agreement (i.e. the date this tariff is chosen on plugnroll.com) until the same day of the following month. The “Member” tariff is automatically extended for another month unless it is terminated by the Customer.

If the Customer chooses the “Member” tariff on the 29th, 30th or 31st of the month, the tariff runs from the first day of the following month. The “Member” tariff applies immediately from the moment of the agreement. In such cases the monthly fee will only be charged from the first day of the following month. Monthly fees (or parts thereof) for the “Member” tariff cannot be refunded.

5 When is payment due? How do I pay?

Charging sessions during a given billing period are billed at the beginning of the following billing period. A billing period corresponds to one month. The bill will be charged to the Customer’s credit card.

Repower or a third party commissioned by Repower will send bills to the Customer electronically. The Customer will find details of previous bills and amounts not yet billed for the current month under their account on the website.

If it is not possible to charge the Customer’s credit card, Repower reserves the right to bar the Customer access to the Network.

6 What is Repower liable for?

Repower is liable to the extent of the mandatory provisions of the law. Otherwise Repower explicitly waives any liability whatsoever. In particular, Repower will not assume liability for the availability and proper functioning of the Network, the Repower app, the website, the charging stations or mobile devices. Subject to the mandatory provisions of the law, the Customer has no entitlement whatsoever to compensation for damage resulting directly or indirectly from use of the charging stations. This also applies in the event of interruptions, irregularities and disruptions to the mains electricity supply, restrictions to, triggering or restoration of Network operation or delivery, suspension of the energy supply or of the operation of centralised control systems.

Repower and other operators of charging stations are entitled to limit the availability of charging stations to optimally control Network load and stability. The Customer has no entitlement whatsoever to a refund or compensation in the event of restrictions to or interruptions in the supply of electricity at a specific charging station.

7 What is the Customer liable for?

The Customer must independently take the necessary steps to avoid damage to vehicles resulting from interruptions, irregularities and other disruptions in the electricity grid. The Customer must comply with the instructions and precautionary measures stipulated in the instructions and other directions on using the Network, and must use only verified charging cables and electric vehicles. The Customer assumes full liability for damage resulting from a failure to comply with such rules and instructions.

Further, the Customer is liable for damage accruing to Repower as a result of inappropriate use of a charging station.

The electric vehicle charged at a charging station, and the requisite ancillary equipment (e.g. cables), must comply with all applicable legal provisions at all times. Repower is not liable in cases where the electric vehicle

cannot be charged, or cannot be charged safely, because of a defect in the electric vehicle and/or ancillary equipment used.

8 What happens if I lose my Repower RFID card?

The Customer must report the loss of the Repower RFID card immediately by email to customerservice.ch@repower.com. As soon as notification of loss is received, Repower will block the card in question and send a replacement to the Customer for a charge of CHF 20.

9 How is my data protected?

Repower uses the personal data gathered in connection with Network Membership and charging sessions (in particular first and last name, email address, date of birth and phone number) in accordance with the applicable data privacy rules. Sensitive personal data as defined in Swiss data privacy law are not gathered. Repower takes the necessary steps to safeguard the Customer's personal data from loss, theft and abuse. Repower gathers Customer data for the purposes of allowing the Customer access to the products and services and conducting contractual relations. Repower reserves the right to forward Customer data to third parties for the purpose of managing Network Membership (in particular billing) and to evaluate the data itself for statistical or product improvement purposes.

Repower may gather, process and use data provided by the Customer for Repower's own marketing purposes (for example invitations to events or sending newsletters).

The Customer is entitled to demand information on personal data or to revoke consent to the processing of personal data.

10 Exclusion from the Network

Repower reserves the right to bar the Customer access to the Network with immediate effect, without compensation, and without giving reasons.

11 Final provisions

If one or more provisions of these terms and conditions is or becomes invalid, the validity of the other provisions or the entire terms and conditions shall not be affected. An invalid provision shall be replaced by a new provision, the economic and legal effect of which comes as close as possible to that of the invalid provision.

These Terms and the present agreement shall be governed exclusively by Swiss law. Place of jurisdiction for any disputes is Chur.