

General Terms and Conditions AMAG app

The AMAG app is provided by AMAG Automobil und Motoren AG, Alte Steinhauserstrasse 1, 6330 Cham (hereinafter referred to as "AMAG").

The services rendered to customers and any other users of the AMAG app via the app when using the app are provided by AMAG, by autoSense AG, Badenerstrasse 141, 8004 Zurich (hereinafter referred to as "autoSense") or by other providers. Accordingly, the customer enters into a separate contractual relationship with the respective provider of the service concerned when using the AMAG app and the related services.

autoSense is the provider of the ecosystem within the AMAG app and thus enables use of the AMAG app.

A. General Terms and Conditions of AMAG

1. Parties

These General Terms and Conditions of AMAG apply between AMAG and the customer.

2. Subject matter

The AMAG General Terms and Conditions govern the provision of the AMAG app and the related services provided by AMAG (hereinafter jointly referred to as the "AMAG Service") as well as the use of the AMAG Service by the customer. This AMAG Service includes all functions associated with AMAG garages. This includes, for example, arranging appointments, reporting claims or storing vehicle data such as make and model. In addition, the app offers an ecosystem with vouchers, test drive appointments, refuelling and charging via the app, and much more, which AMAG and some of its partners offer to users in the app. The use of the various features is voluntary, but requires prior registration in the app by the customer.

3. Registration and acceptance of the AMAG General Terms and Conditions

In completing the process of registering in the AMAG app, the customer confirms that they have acknowledged and accept the AMAG General Terms and Conditions without amendment and that their information is accurate and complete. The customer is liable to AMAG for the correctness and accuracy of their information and for loss or damage resulting from incorrect or insufficient information. The AMAG app is only activated after the customer has been registered in accordance with the law. If it is established after registration has been completed that the customer provided incorrect or incomplete information or uploaded inadequate official photographic identification (where required), AMAG may require that the information or official photographic identification be corrected or completed or deactivate the AMAG app, without any entitlement to compensation. In the event of deactivation, it will no longer be possible to use the AMAG app.

4. Entry into force, term and termination

4.1. General information

A contractual relationship with AMAG will be established upon the acceptance of the AMAG General Terms and Conditions by the customer and the subsequent activation of the AMAG Service. The contractual relationship with AMAG is open-ended and may be terminated by the customer in the AMAG app at the end of any month, subject to compliance with a notice period of 30 days. AMAG may also terminate the contractual relationship at the end of any month, subject to compliance with a notice period of 30 days. AMAG shall inform the customer concerning termination in an appropriate manner (e.g. by e-mail or in the AMAG app).

Furthermore, AMAG may terminate the contractual relationship with immediate effect and without compensation as a result of a breach of contract by the customer (e.g. in the event of incorrect or incomplete information provided during the registration process or payment default) or in the event of discontinuation of the AMAG app. AMAG shall inform the customer concerning termination in an appropriate manner (e.g. by e-mail or in the AMAG app). In the event of a breach of contract by the customer, AMAG is permitted to block the AMAG Service immediately and without compensation in advance. In the event that the AMAG Service is blocked, it will no longer be possible to use the AMAG app.

4.2. Consequences of termination of the contractual relationship

Upon termination of the contractual relationship with AMAG, the AMAG Service will be deactivated and the contractual relationship with autoSense terminated at the same time (see Part B). Upon termination of the contractual relationship, AMAG, autoSense and other providers will promptly cease providing their services. This will not affect any existing claims.

5. Services of AMAG and prices

5.1. Services to be provided by AMAG

The customer may use the AMAG app to access the information and functions provided by AMAG and autoSense. These include in particular:

- The dashboard may contain, amongst other things, a weather bar with a non-binding preview for the next 24 hours as well as other notices and information of a purely informative nature. The weather information and other content may be provided in whole or in part by external partner services.
- The app may include a map function that provides a non-binding overview of points of interest (POIs) of AMAG garages and external partners (e.g. fuel stations, charging or parking options) and provides filter functions for displaying this content. The information presented may be based in whole or in part on data from third parties.
- The app can display static and semi-dynamic information about the vehicle, including automated or manually collected information such as receipts or summaries of refuelling, charging and parking.
- The app may also enable the user to voluntarily share certain data (e.g. location- or vehicle-related information) with other users.
- The 'More' section may contain several advanced functions and information areas, in particular a messaging/notifications centre, the vehicle account, the user account, and settings and management functions, including notifications, journey recording, map views, vehicle drive

type, frequently asked questions, certain contract-related customisation options, support and contact options.

The content displayed does not constitute advice or binding, assured or guaranteed information and does not establish any claims on the part of the customer against AMAG. Forecasts, in particular weather forecasts, are inherently uncertain and can differ significantly from the actual situation.

Customers use all content solely at their own discretion. The customer is solely responsible for checking that the displayed information is proper, appropriate and correct prior to its use or consideration.

-Further information concerning these services and individual functions can be downloaded from the AMAG website (amag.ch/en/app).

5.2. Support

For support, an FAQ with frequent questions/answers is available to the customer on the AMAG website (amag.ch/en/app). On request, the customer can contact support staff directly in the Support Center at amag.ch/en/app-support. The Support Centre will then call the customer back. The Support Centre can also be contacted by sending an e-mail to app@amag.ch. Support enquiries will be answered as quickly as possible.

5.3. Requirements

In order to be able to use the AMAG app, the AMAG app must be installed on the customer's end device (smartphone or tablet). The supported operating system versions (Android and iOS) are indicated in the Google Play Store (Android) and in the Apple App Store (iOS).

The mobile device on which the AMAG app is installed requires an internet connection in order for the AMAG Service to be used. The customer is responsible for the internet connection of the mobile device, including the corresponding fees. In addition, GPS coverage is required for collecting the location data of certain functions and must be activated accordingly on the customer's terminal device if desired.

5.4. Prices

Use of the AMAG app is free of charge. The AMAG app offers additional in-app services, which are chargeable (in-app purchases). These services may be activated and/or purchased by the customer.

6. Use of the service by the customer

The customer is responsible for ensuring that the AMAG Service is used in accordance with the law and the contract, including by third parties (e.g. other drivers).

The customer must ensure that their data stored in the AMAG app (name, address, e-mail address, credit card, etc.) are kept up to date at all times.

When refuelling, the customer is responsible for ensuring that the vehicle concerned is filled with the correct type of fuel, irrespective of the information displayed in the AMAG app. Likewise, when charging, the customer is responsible for ensuring that the appropriate plug/adaptor for the vehicle is used, irrespective of the information displayed in the AMAG app.

AMAG or the relevant service partner or any other partner of AMAG does not incur any liability in this regard.

7. Warranty and liability

7.1. General information

AMAG shall provide its services in a professional and diligent manner. However, no assurances or warranties are given regarding availability, quality, security, operation or support in relation to the AMAG Service. All services are provided on a best-effort basis. Mobile communications coverage abroad depends on the network of the respective roaming partner and its technical and operational capabilities.

The customer must report any defects, outages, disruptions, faults or any other objections to AMAG support immediately as soon as they are discovered, and under all circumstances within 14 days.

In the event of outages and disruptions, AMAG will make every reasonable effort within its sphere of influence to provide the service or remedy the disruption using the resources available to it in a manner that is customary in the industry, without, however, giving any assurance.

The liability of AMAG and the warranty claims of the customer are excluded to the extent permitted by law. In particular, the liability of AMAG is excluded in the event of a breach of applicable legal requirements (in particular road traffic regulations) by the customer (incl. third parties and other vehicle drivers). AMAG's liability for damage to the vehicle associated with the AMAG Service and the autoSense service is also excluded (.

7.2. Warranty and liability for data

AMAG strives for a high quality of the data made available to the customer via the AMAG Service and the autoSense service and the content displayed in the AMAG app, although is unable to warrant that it will be complete, accurate, up to date and suitable for particular purposes. Information may be altered in particular to implement price changes or to correct mistakes. Accordingly, the AMAG Service and the autoSense service serve purely informative purposes and, in particular, are not suitable for commercial exploitation of the data or for providing legally binding information to third parties (e.g. authorities). AMAG assumes no responsibility for how the data made available via the AMAG Service and the autoSense service are used by the customer, and excludes any liability for loss or damage caused by the data made available, to the extent permitted by law.

8. Services of service partners and other partners

The AMAG app indicates service partners from which the customer may purchase additional services (hereinafter referred to as the "Services") via the ecosystem provided by autoSense in the AMAG app (e.g. in relation to charging, refuelling, etc.).

These services from service partners may already be pre-installed in the AMAG app. By using any of these Services in the AMAG app, the customer agrees to the forwarding of the data required for this service to the relevant service partner.

The purchase of services from service partners or other partners will be governed by a separate contract concluded between the customer and the respective service partner or other partner.

AMAG is not a party to this contract and accordingly disclaims all responsibility, liability and warranty for the services of the service partners and other partners as well as for their functions and content. Unless specified otherwise in the separate contract concluded between the customer and the respective service partner or other partner, no liability is incurred by the service partner or the other partner in relation to the services provided by them, to the extent permitted by law. Moreover, unless specified otherwise, there are no assurances or warranties regarding availability, quality, security, operation or support in relation to the services or that the content displayed is accurate, complete and up to date. Information may be altered in particular to implement price changes or to correct mistakes. All services of service partners and other partners are provided on a best-effort basis.

If the customer pays for services of service partners or other partners using the payment card stored in the app settings (e.g. credit card), the customer authorises AMAG (i) to approve the transaction concerned in order for payment card stored to be charged by the payment service provider concerned, and (ii) to pass on the data necessary in order to execute the transaction to the payment service provider concerned as well as the respective service partner or other partner (incl. autoSense) (e.g. date and time of the transaction, location, pump or plug number for refuelling and charging, product, volume, amount, payment card type).

9. Amendments

9.1. Changes to the AMAG Service and prices

AMAG may develop or alter the AMAG Service at any time, provided that usage by the customer is not impaired as a result.

In addition, AMAG reserves the right to make changes to the AMAG Service that have an effect on usage by the customer as well as to change prices. AMAG shall announce any such changes to the customer in an appropriate manner (e.g. by e-mail or in the AMAG app). Should AMAG change the AMAG Service significantly to the detriment of the customer, AMAG shall provide the customer with appropriate advance notice, whereupon the customer may terminate the contractual relationship with AMAG (and thus also with autoSense) at the time the change is due to take effect. Should they fail to do so, the changes will be deemed to have been approved. Price changes as a result of changes to tax rates (e.g. increase in value added tax) as well as price increases by service partners and other partners (incl. AMAG and autoSense) are liable to occur at any time, and do not entitle the customer to terminate the contract. If AMAG lowers prices, it may at the same time adjust any discounts granted prior to the price reduction.

9.2. Amendments to the AMAG General Terms and Conditions

AMAG reserves the right to amend these AMAG General Terms and Conditions at any time. AMAG shall announce any amendments to the customer in an appropriate manner (e.g. by e-mail or in the AMAG app). Should AMAG amend the AMAG General Terms and Conditions significantly to the detriment of the customer, AMAG shall provide the customer with appropriate advance notice, whereupon the customer may terminate the contractual relationship with AMAG (and thus also with autoSense) at the time the amendment is due to take effect. Should they fail to do so, the changes will be deemed to have been approved.

10. Sale/transfer of the vehicle

The customer may amend or update the vehicle data stored in the app themselves at any time or store another vehicle.

The use of the services offered as well as the processing and transmission of the vehicle data is exclusively based on the vehicle data last stored by the customer. The customer is responsible for ensuring that the vehicle data provided by them is accurate, complete and up to date. AMAG does not review, correct or update this data.

If the customer finds that the stored vehicle data is incorrect or no longer correct (e.g. when they change a vehicle or buy a new one), they must make the corresponding adjustments themselves.

11. Data protection

The responsible and legally compliant handling of data is important to AMAG. AMAG complies with applicable law at all times, in particular Swiss data protection law. AMAG refers expressly to the AMAG App Privacy Policy.

The customer is responsible for informing data subjects (e.g. other drivers, passengers) about the AMAG Service and the autoSense service and the associated collection and processing of the data concerning them and, if necessary, for obtaining the necessary consent.

The customer grants AMAG a non-remunerated, worldwide, temporally unlimited, non-exclusive, irrevocable, transferable and sub-licensable right to use non-personal data, i.e. in anonymised form, for the purpose of evaluation and to exploit financially the results of any such evaluations.

12. Links to third-party websites

AMAG assumes no liability for the content and availability of websites accessed via hyperlinks. These websites are not operated or monitored by AMAG. The provider of the linked website is solely responsible for illegal, erroneous or incomplete content, and in particular for damage incurred as a result of content on the linked sites. The foregoing applies irrespective of whether the damage is direct, indirect or of a financial nature or whether there is other damage as a result of the loss of data, downtime or for any other reason whatsoever. The customer accesses and uses such websites at their own risk.

13. Errors on AMAG websites

AMAG strives to provide accurate and complete information on its websites. All text and links have been reviewed carefully and are updated on an ongoing basis. AMAG assumes no responsibility or liability and offers no guarantee that the information provided on its websites is accurate, complete or up to date. AMAG reserves the right to change the information on its websites at any time and without prior notice. AMAG is not obliged to update the information on its websites.

14. Copyright

The contents of AMAG, Volkswagen, Audi, SEAT, CUPRA, ŠKODA and Volkswagen Commercial Vehicles information are owned exclusively by AMAG. Information/images contained on websites may only be used, copied and/or shared with third parties with the prior, written approval of AMAG.

15. Applicable law / place of jurisdiction

Legal relations between AMAG and the customer are governed exclusively by Swiss law. Jurisdiction lies in Cham, except under circumstances in which a mandatory place of jurisdiction is provided for.

B. General Terms and Conditions of autoSense

1. Parties

These General Terms and Conditions of Business of autoSense ("autoSense GTC") apply between autoSense and the customer.

2. Subject matter

The autoSense General Terms and Conditions regulate the provision of services by autoSense in relation to the AMAG app provided by AMAG (hereinafter referred to as the "autoSense service"), as well as usage of the autoSense service by the customer.

3. Registration and acceptance of the autoSense GTC

In completing the process of registering in the AMAG app, the customer confirms that they have acknowledged and accepts the autoSense General Terms and Conditions without amendment and that their information is accurate and complete. The customer is liable to autoSense for the correctness and accuracy of their information and for loss or damage resulting from incorrect or insufficient information. The autoSense Service is only activated after the customer has been registered in accordance with the law. If it is established after registration has been completed that the customer provided incorrect or incomplete information or uploaded inadequate official photographic identification (where required), autoSense may require via AMAG that the information or official photographic identification be corrected or completed or that official photographic identification be provided, or deactivate the autoSense Service previously activated, without any entitlement to compensation. In the event that the autoSense Service is deactivated, it will no longer be possible to use the AMAG app.

4. Entry into force, term and termination

4.1. General information

The entry into force, term and termination of the contractual relationship with autoSense is governed in accordance with the AMAG General Terms and Conditions, i.e. a contractual relationship with autoSense will be established at the same time as and in parallel with the contractual relationship with AMAG, and will end in the same manner. It is not possible to terminate the contractual relationship with autoSense separately.

4.2. Consequences of the termination of the contract

autoSense will immediately cease to provide services upon termination of the contract. The customer's user account with autoSense and the customer and vehicle data stored with autoSense (see Section 8) will be erased entirely no later than 60 days after the termination of the contractual relationship with autoSense, unless any such erasure is precluded by

legitimate grounds (e.g. statutory obligations regarding retention and documentation, securing of evidence).

If the customer uses a service option with an adapter (see Section 2 AMAG General Terms and Conditions, Part A), the customer must promptly remove the adapter from the vehicle. The adapter must no longer be used with autoSense after termination of the contractual relationship. Shortly after the adapter is removed, no further data (Section 8) will be collected. All data collected via the adapter following the termination of the contractual relationship with autoSense will be erased within no more than 60 days.

The customer has the option of migrating the customer and vehicle data to autoSense in order to continue to be able to use and access them. Any such continuing usage is only possible if the customer has installed the separate autoSense app and accepted the autoSense General Terms and Conditions during registration in the autoSense app.

5. General Terms and Conditions of autoSense services

Version: [V. 1.12.2025/December/2025]

For better readability, these General Terms and Conditions exclusively use the term user and do not use other gender forms or other identifiers; these are included under the term user.

1 Scope

These General Terms and Conditions of autoSense Services ("GTC") apply to all legal relationships between autoSense AG, Badenerstrasse 141, 8004 Zurich, Switzerland (Swiss registration no. CHE 252.080.680, VAT no. CHE-252.080.680 MWST, info@autosense.ch, "autoSense")* and its users relating to the operation and use of the AMAG app (as defined in Section 4.1 below) as well as (a) the search for charging stations for electric or hybrid vehicles, (b) the performance of charging processes and billing and processing payment for the charging processes performed at these charging stations and (c) the provision and use of any other services in the field of electromobility (collectively "electromobility services").

By registering for one or more electromobility services or, at the latest by using an electromobility service, the user confirms that they have taken note of, understood and accepted these GTC and any additional conditions that apply to them ("Supplementary Terms and Conditions"). At the same time, the user confirms that they have read the separate autoSense services privacy policy

(<https://www.autosense.ch/datenschutz/autoSense> services). These GTC, together with the Supplementary Terms and Conditions, form the contract concluded between the user and autoSense ("contract") and govern the rights and obligations in relation to the autoSense services in the AMAG app and the electromobility services. Any contractual terms and conditions from the user shall not apply and any amendments and/or supplements to the contract made by the user shall be irrelevant to autoSense and not binding.

autoSense operates the autoSense services in the AMAG app and provides the electromobility services in accordance with the version of these GTC and the Supplementary Terms and Conditions valid at the time of use of these services. The currently valid version of the GTC and Supplementary Terms and Conditions can be found on the autoSense website (<https://www.autosense.ch/en>). The General Terms and Conditions and Supplementary Terms and Conditions can also be downloaded, saved and printed. The user expressly agrees to this form of publication of the GTC and Supplementary Terms and Conditions. At the express

request of the user, autoSense will also send the GTC and Supplementary Terms and Conditions electronically (e.g. by e-mail) or by an other means. autoSense reserves the right to amend the GTC and/or Supplementary Terms and Conditions for objective reasons. The user shall be informed of changes to the GTC and/or Supplementary Terms and Conditions in an appropriate manner (e.g. by means of a notice in the AMAG app or by e-mail). Changes shall enter into force on the announced change date. If the user does not object within four weeks of notification of the changes or continues to access the autoSense services in the AMAG app or use the electromobility services after the change date has been notified, the changes shall be deemed approved by the user. If the user objects to the changes, autoSense reserves the right to terminate the contract.

2 Registration and user account

2.1 Registration

In order to use the electromobility services, the user must register in the AMAG app and open a user account. The user is obliged to fully and truthfully enter or provide the information requested during registration or afterwards. autoSense is entitled to refuse the opening of a user account or the registration of a user without stating a reason.

2.2 User account

The user must treat the login details to their user account confidentially, not pass them on and protect them against unauthorised access. If it is assumed that unauthorised third parties have received knowledge of the access data, the user shall immediately change the access data and inform autoSense via the AMAG app. It is not permitted to allow or permit the use of a user account by third parties or to make the user account available to, assign or otherwise transfer the user account to other persons. The user alone is liable for any use of their user account, in particular for actions performed with or through it (e.g. starting a charging process) or transactions (e.g. a payment process), regardless of whether such use is made by them or by a third party.

The user must keep their user account and/or the information contained therein (address, payment method, etc.) up to date, complete and correct at all times. The user is responsible for the information concerning them, and by entering any information or data into the user account, the user confirms that the information and data are complete and accurate and that the user has the right to use such information and data.

autoSense is entitled to block the user account and the user's access to electromobility services at any time without prior notice and to exclude the user from receiving electromobility services if

- the user breaches any essential provisions of the contract;
- electromobility services purchased by users are not paid for on time;
- the user acts in bad faith or in breach of the law;
- the blocking is carried out by the business customer to whose group of users the user belongs or is initiated by the business customer or autoSense;
- the blocking is presumed to be in the interest of the user (e.g. if fraud is suspected).

autoSense shall inform the user of any blocking in an appropriate manner.

3 Entry into force, term and termination

3.1 General

The contract enters into force upon acceptance of the GTC and the Supplementary Terms and Conditions by the user (see Section 1) and is concluded for an indefinite period of time. The contract may be terminated (i) by the user at any time with immediate effect and (ii) by autoSense with a notice period of 10 calendar days to the end of a calendar month. Blocking or exclusion in accordance with Section 2.2 is reserved at any time.

Furthermore, the contract may be terminated for good cause at any time with immediate effect. Good cause entitling autoSense to such a termination is, in particular, a material breach of contract by the user (e.g. untrue or incomplete information during registration or late payment), as well as the complete or partial, temporary or permanent cessation of the AMAG app and/or the electromobility services.

The user must terminate the contract directly in the AMAG app. In the event of termination by autoSense, the user shall be notified in an appropriate manner (e.g. by e-mail or via the AMAG app).

autoSense can agree different termination terms with business customers which apply to a certain group of users or to certain users.

3.2 Consequences of termination

On termination of the contract, the user loses the right to use the autoSense services in the AMAG app and the electromobility services accessible via the app. The user shall therefore no longer be permitted to access the electromobility services. autoSense shall cease providing the service to the user as of the termination of the contract, which shall also include deactivation of the AMAG Charging Card. autoSense shall have the right to block the user's user account and access to the electromobility services at any time from the termination of the contract, and to irrevocably delete the user's user account. No later than 60 calendar days after termination of the contract, autoSense shall fully delete or anonymise the user account and the associated user data, insofar as such deletion or anonymisation does not conflict with any legal requirements (e.g. retention obligations) or legitimate interests (e.g. in the enforcement or defence of legal claims).

As of the date of termination, all receivables and claims against the user shall become due for payment.

Non-payable credits (e.g. vouchers or bonus points) expire when the contract ends. There is no entitlement to payment of such (residual) credit balances.

4 autoSense services in the AMAG app and AMAG charging card

4.1 autoSense services in the AMAG app

autoSense provides the user with a service within the AMAG app ("autoSense services in the AMAG app"). Using the AMAG app, the user can, for example, find charging stations ("participating charging stations"), start, stop and pay for charging or view charging receipts.

During the term of the contract, the user has a limited, non-exclusive, non-transferable and non-sublicensable, personal and revocable right to use the AMAG app and the electromobility

services accessible through it for the intended purpose in accordance with these General Terms and Conditions (GTC).

All rights over and above the aforementioned right of use to the AMAG app, the electromobility services accessible through it and the content contained therein belong to and remain with autoSense and/or the respective authorised third party.

It is prohibited to allow unauthorised third parties to use the AMAG app, whether for payment or free of charge, or publish, license, sell or otherwise commercially exploit the AMAG app. The granting of rights to the AMAG app is prohibited. Subject to mandatory statutory provisions, it is not permitted to modify, adapt, translate, create derivative works, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code for the AMAG app the autoSense services in the AMAG app. It is also prohibited to use content from the AMAG app as training data for artificial intelligence.

The user is solely responsible for fulfilling the technical and other requirements and conditions that enable them to use the AMAG app and the electromobility services accessible through it. They are obliged to update the autoSense services in the AMAG app as soon as an update becomes available.

The AMAG app is made available in the relevant app stores of the respective operators (iOS, Android). The respective app store operator is not a contractual partner of the user with regard to the autoSense services in the AMAG app or their content and assumes no responsibility, warranty or liability in this regard.

When downloading the AMAG app from the Apple App Store or Google Play Store, the respective Apple or Google App Store terms of use, which are concluded between the user and the respective provider, also apply.

4.2 AMAG charging card

autoSense may provide the user with a charging card ("AMAG charging card"). autoSense may also stipulate that the use of the AMAG charging card is mandatory for certain electromobility services. With the AMAG charging card, the customer can obtain the electromobility services intended for this purpose (e.g. start, stop and pay for charging at participating charging stations).

The user must handle the AMAG charging card with care and store it safely. The AMAG charging card is not transferable and may only be used by the user personally. The user is liable for any use of the charging card by a third party, regardless of whether it is authorised or unauthorised. The user must report any loss or theft of the AMAG charging card to autoSense immediately via autoSense services in the AMAG app. autoSense accepts no liability for misuse, loss, damage or theft of the AMAG charging card. If the AMAG charging card is used to purchase electromobility services or for payment before the user has had the AMAG charging card blocked, the user is liable for the electromobility services received and must pay the corresponding amounts.

Whenever the AMAG charging card is used, the user is obliged to check in advance the applicable prices for the electromobility service to be purchased in the AMAG app.

5. Electromobility services

5.1 Search for charging stations

The AMAG app displays the available charging stations in the autoSense network and displays the prices and other conditions applicable to the charging station in question (if it is a public charging station).

5.2 Starting and finishing the charging process

The user must start and stop a charging process in accordance with the technical and other specifications, requirements and instructions of the vehicle manufacturer and the operator of the participating charging station. Generally speaking, they must connect the vehicle to the charging station using a suitable charging cable and start the charging process using the AMAG app or, if necessary, by using the AMAG charging card or another medium designated by autoSense. The charging process can be terminated regularly via the autoSense services in the AMAG app, if necessary by using the AMAG charging card or another medium designated by autoSense, or the vehicle's infotainment system.

If successful activation of the participating charging station or the start or end of the charging process cannot be achieved despite proceeding correctly, or if the charging station is defective, damaged or not physically present, the user must report this to autoSense via the AMAG app. autoSense will endeavour to provide assistance to the user as quickly as possible in the event of such reports (see also section 5.6 Support).

5.3 Safety

The user is obliged to comply with all specifications, requirements, manuals and instructions of the vehicle manufacturer and the operator of the participating charging station, as well as all applicable laws, regulations and rules, and to take all necessary measures to ensure the safety and integrity of themselves, other persons and property. In particular, the user must:

- use the participating charging station exclusively for charging electric or hybrid vehicles;
- only connect electric or hybrid vehicles with a charging function that are approved for road traffic to the participating charging station;
- only connect vehicles to the participating charging station that both comply with the applicable legal regulations and are in a safe and properly maintained, ready-to-use condition;
- only use components for the charging process (charging cables, plugs, etc.) that comply with the applicable legal regulations as well as the specifications, requirements, manuals and instructions of the vehicle manufacturer and the operator of the participating charging station;
- observe the applicable legal regulations as well as the specifications, requirements, manuals and instructions of the vehicle manufacturer and the operator of the participating charging station throughout the entire charging process (including starting, stopping, connecting and disconnecting the charging cable);
- generally use the participating charging station in accordance with the specifications, requirements, manuals and instructions of the operator of the participating charging station and autoSense (including these General Terms and Conditions);
- use the participating charging station and its site with care and protect it from damage;

- in the event of a malfunction or warning message, stop the charging process immediately and stop the connection between the participating charging station and the vehicle if this is safely possible, and contact autoSense immediately via the AMAG app.

The user is fully liable for all damages caused by failure to comply with the provisions of this section 5.3.

5.4 Availability and status of participating charging stations

The AMAG app displays the availability and status of the participating charging stations. The participating charging stations are operated by the respective owners or operators of the participating charging station. The owner or operator is responsible for ensuring that their charging stations are in a ready-to-use, safe and properly maintained condition and may temporarily or permanently restrict or discontinue the operation of a participating charging station even at short notice. autoSense endeavours to display the availability and status of the participating charging stations in the AMAG app as currently and accurately as possible, but assumes no warranty or liability whatsoever with regard to the participating charging stations, in particular their availability, status, accessibility, condition, charging capacity, charging speed and safety.

The user acknowledges and agrees that autoSense, the owner or operator of the participating charging stations, the electricity supplier or third parties may take precautions and measures (e.g. system services) at any time (e.g. to ensure grid stability) that may restrict or otherwise influence the charging behaviour of vehicles.

5.5 Availability and functionality of electromobility services and the AMAG app

Although autoSense endeavours to make the electromobility services and the autoSense services in the AMAG app available with as little disruption as possible, autoSense assumes no warranty or liability, and makes no representations whatsoever regarding the autoSense services in the AMAG app, in particular with respect to their availability, functions, results, accuracy or completeness of the information and data displayed, operability, accessibility, freedom from faults and errors. The user expressly acknowledges that the electromobility services and the autoSense services in the AMAG app, or parts thereof, may be completely or partly unavailable or otherwise restricted during maintenance breaks or at other times and for other reasons, or that their availability or other functionality may be wholly or partly restricted by autoSense. The functioning or certain functions of the electromobility services and the AMAG app may also depend on the respective (mobile) network and the compatibility of the end device used.

autoSense reserves the right to change, expand or reduce the electromobility services and the autoSense services in the AMAG app as well as their functionalities, content offered, prices and services at any time for objective reasons, and to restrict, discontinue or terminate the operation of the electromobility services and the AMAG app either temporarily or permanently, in part or in full. Permanent complete suspension or termination of electromobility services and the AMAG app shall be effected by prior termination of the Agreement (see section 3.1). In the event of changes that are associated with a significant negative effect for the user, the user is entitled to a special right of termination.

5.6 Support

For support, the user has access to a support page on the autoSense website ([autosense.ch/autoSense services](https://autosense.ch/autoSense_services)) with frequently asked questions/answers, contact information and a support form, as well as possibly a support function in the AMAG app. autoSense endeavours to respond to support requests as quickly as possible.

In the event of system errors, autoSense may, where reasonable and necessary, require the user to check whether system errors are attributable to the digital environment used by the user via the means that are technically available and reasonable for the user.

5.7 Prices for electromobility services

The price of the electromobility services is determined based on the corresponding information in the AMAG app at the time the electromobility service in question is purchased. The price at the time of purchase of the electromobility service, as shown in the AMAG app at the start of the purchase, is decisive in each case. In addition to the starting fee for the charging process and the fee for the energy procurement/consumption, the price of the electromobility services may also include time, fair use, penalties or other fees. The "charge detail records" of the respective operator of the participating charging station are authoritative in each case. When using the electromobility services, the respective prices are accepted. In some cases, the final price for electromobility services is not determined until after the service has been received. Unless expressly stated otherwise, the prices quoted include VAT.

autoSense may enter into different price agreements with business customers which apply to a certain group of users or to certain users.

Additional parking, blocking or other fees that are not included in the price of the electromobility service may be applicable at the location of the participating charging station or in connection with the respective electromobility service. Such fees are to be paid by the user themselves in accordance with the regulations, rules and instructions applicable at the respective location.

5.8 Charging and billing

The purchase of electromobility services is debited from the payment method stored in the user account either directly after an electromobility service has been purchased or periodically for all electromobility services purchased in a certain period. If the user has existing credit in the user account, the payment amount will be deducted from the credit before debiting the payment method. The amounts which are the subject of the debit shall be due for payment immediately. If a debit to the payment method cannot be processed successfully (e.g. because the stored payment method is not valid or because the credit is too low), autoSense will attempt to debit the stored payment method again. If the second debit attempt fails, autoSense shall invoice the user for the amounts in question within 14 calendar days of the invoice date. For such billing, autoSense charges a processing fee of CHF 50 or a corresponding fee in the user's local currency. autoSense is also entitled to reserve or block a specific amount on the payment method for a specific period (pre-charging/pre-authorisation) before or at the start of the procurement of electromobility services. If no electromobility services are subsequently purchased or if the amount reserved or blocked on the payment method is not used up in full, the corresponding amount is usually released again with a slight delay.

autoSense can agree different billing and payment options with business customers which apply to a certain group of users or to certain users. The user can view charging and billing information in the AMAG app.

5.9 Other services

autoSense may offer additional services as part of its range of electromobility services and the AMAG app. If such services are subject to a charge, the user will be informed of this.

6. Liability and warranty

autoSense bears unlimited liability for damage caused by autoSense intentionally or through gross negligence, as well as for personal injury, unless it proves that it is not at fault. To the extent beyond this, all liability of autoSense, irrespective of the legal grounds, is excluded to the extent permitted by law; in particular, autoSense shall not be liable, to the extent permitted by law, for minor negligence, indirect, reflexive, third-party, defect-related and other consequential damages, lost profits, pure financial losses, other losses, missed opportunities, business interruptions or unrealised savings, reputational damage, damage from default, delay or loss of data, and actions or omissions by auxiliary persons. Under no circumstances can autoSense be held liable for the actions or omissions of operators of participating charging stations.

In relation to the electromobility services and the autoSense services in the AMAG app as well as in relation to the services and content presented and offered as part of the electromobility services and the AMAG app, any warranty is excluded to the extent permitted by law, and autoSense does not provide any assurances or guarantees in this regard.

autoSense may use tools based on artificial intelligence, e.g. in the form of chatbots ("AI-supported tools") to provide certain services, including support services in particular. These AI-supported tools are used in particular to provide quick and automated support for frequently asked questions and concerns, to translate information and content into the language desired by the user or to optimise services (e.g. selecting and displaying suitable participating charging stations, optimising the charging process, etc.). The information and data generated and provided by the AI-supported tools, including decisions and recommendations, are for general information purposes only and are not intended as advice of any kind. Although autoSense endeavours to ensure the high quality of this information and content, autoSense makes no representations or warranties as to the completeness, accuracy, correctness, reliability, freedom from errors, appropriateness, suitability for a particular purpose, meaningfulness or availability of the information and data provided. The decision and responsibility in connection with the use of AI-supported tools or the information and data provided by them rests solely with the user. Any liability on the part of autoSense in this context is excluded to the extent permitted by law.

7. Data protection

In connection with the operation of the AMAG app and the provision of electromobility services, autoSense processes personal data of the user or, with regard to business customers, personal data relating to their employees and other persons working for business customers. autoSense complies with applicable data protection law at all times, including in particular the EU General Data Protection Regulation and Swiss data protection law. In particular, personal data is processed for the purposes of executing contracts, fulfilling contractual obligations,

maintaining, developing and retaining customer relationships, customer support, invoicing and compliance with legal requirements.

Further information on the handling of personal data and the rights of data subjects can be found in the autoSense services privacy policy.

8. Final provisions

Notifications from autoSense to the user may be legally and validly sent to the email address stored in the user account.

The user may not transfer or assign the contract or the rights and obligations arising from it to a third party without the prior consent of autoSense.

Should any provisions of this contract be or become invalid in part or whole, or should there be a loophole within them, the validity of the remaining provisions is not affected by this. In place of the invalid provision, a valid provision shall be deemed agreed that comes closest to the economic and legal content of the invalid provision.

The agreement is subject to Swiss substantive law, to the exclusion of conflict-of-law rules and international agreements (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on Contracts for the International Sale of Goods). The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Zurich 1, Switzerland. Mandatory statutory places of jurisdiction remain reserved.

* The address details of autoSense may be used for correspondence with autoSense and the transmission of any complaints. In the event of a complaint, autoSense will make every effort to respond as quickly as possible and find a satisfactory solution.

Annex – Country-specific deviations from the GTC

This annex lists those provisions that deviate from the provisions of the GTC on a country-by-country basis or that supplement the GTC. The country-specific provisions take precedence over the provisions of the GTC.

EU countries:

Section 3 of the GTC has been supplemented by a new Section 3.3 (right of revocation), which contains the following provision:

The user may terminate the contract without giving reasons within a period of 14 days from the date of conclusion of the contract. This can be done by using the form provided for in Annex 1 of the relevant EU Regulation (Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, available at: eur-lex.europa.eu/eli/dir/2011/83/2022-05-28) or by means of a similar clear declaration by the user by post or email to autoSense (see address details in Section 1).

The user has no right of revocation in relation to the use of electromobility services (in particular the electricity purchased during charging).

Section 6 paragraph 1 of the GTC is deemed to be replaced by the following provision:

autoSense bears unlimited liability for damage caused by autoSense intentionally or through gross negligence, as well as for personal injury. In the event of slight negligence, autoSense shall only be liable for the breach of material contractual obligations, limited to foreseeable, typical damages up to an amount of EUR 5,000. In addition, any liability on the part of autoSense is excluded to the extent permitted by law, irrespective of the legal basis. Under no circumstances can autoSense be held liable for the actions or omissions of third parties, in particular the operators of participating charging stations.

Section 6 paragraph 2 of the GTC is deemed to be replaced by the following provision:

The statutory warranty applies in relation to the electromobility services and the autoSense services in the AMAG app as well as in relation to the services and content presented and offered as part of the electromobility services and the AMAG app. The user has no further claims. Claims for damages are limited in accordance with the preceding liability provision.

Section 8 paragraph 4 of the GTC is deemed to be replaced by the following provision:

The agreement is subject to Swiss substantive law, to the exclusion of conflict-of-law rules and international agreements (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on Contracts for the International Sale of Goods). The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Zurich 1, Switzerland, provided that the user is a merchant. Mandatory statutory places of jurisdiction remain reserved.

In the case of consumers, the mandatory consumer protection provisions of the country in which the user is resident remain unaffected and, in the event of any conflict, the provisions of the GTC and Swiss law shall take precedence. Consumers can only be sued at their place of residence.

Norway:

Section 5.8 sentence 6 of the GTC is deemed to be replaced by the following provision:

For such billing, the user will be charged a fee in the amount of the costs actually incurred by autoSense for issuing and sending the corresponding invoice.

Section 8 of the GTC shall be deemed deleted without replacement.

Section 9 paragraph 4 of the GTC is deemed to be replaced by the following provision:

If the user is a company (B2B), the contract is subject to Swiss substantive law, to the exclusion of conflict-of-law rules and international agreements (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on Contracts for the International Sale of Goods). The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Zurich 1, Switzerland.

If the user is a consumer, the contract shall be governed by Norwegian substantive law. The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Oslo, Norway. Mandatory statutory places of jurisdiction remain reserved.

France (in addition to the provisions concerning EU countries):

Section 2.1, last sentence of the GTC is deemed to be replaced by the following provision:

autoSense is entitled to reject the opening of a user account or the registration of a user without stating reasons, although such rejection may not be made on discriminatory grounds.

Section 3 of the GTC has been supplemented by a new Section 3.3 (right of revocation), which contains the following provision:

Pursuant to Articles L. 221–18 to L. 221–28 of the Consumer Protection Act, any user who is a natural person and has the status of a consumer within the meaning of the preliminary article of the Consumer Protection Act has a right of revocation of 14 days from the date upon which the contract is concluded.

In order to exercise their right of revocation, the user must inform autoSense of their intention to withdraw from the contract within the aforementioned period. To this end, the customer must complete the model form for the request for revocation attached to Decree No. 2014–1061 of 17 September 2014 (available at <https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000029470741>) and send it by post or email to autoSense (see address details in Section 1).

If the revocation form is sent by e-mail, autoSense shall confirm receipt of the form. The revocation takes effect immediately as soon as it is received by autoSense.

The user has no right of revocation in relation to the use of electromobility services (in particular the electricity purchased during charging).

Section 9 paragraph 4 of the GTC is deemed to be replaced by the following provision:

If the user is a company (B2B), the contract is subject to Swiss substantive law, to the exclusion of conflict-of-law rules and international agreements (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on Contracts for the International Sale of Goods). The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Zurich 1, Switzerland.

If the user is a natural person with the status of a consumer within the meaning of the pre-article to the Consumer Protection Act, the contract shall be governed by French law.

In the event of a dispute between the user and autoSense, the parties will attempt to resolve the dispute amicably. The user must submit a written complaint to autoSense by post or e-mail (see address details in section 1).

If no amicable agreement can be reached or if autoSense does not reply within one month, the user, who is a consumer within the meaning of the pre-article to the Consumer Protection Act, has the option of contacting a mediator free of charge if the disagreement persists, who is entered in the list of mediators drawn up by the "Commission d'évaluation et de contrôle de la médiation de la consommation" in accordance with Art. L. 615–1 of the Consumer Protection Act.

If no amicable settlement can be reached on the dispute, it may be dealt with by the competent court at the user's place of residence in accordance with the rules of civil procedure in force in France.