

Company Information

Company name according to commercial register entry

Company Identification Number (UID)

Post code

Place

Street, House Number

Fleet Manager (Responsible Person)

Shipping Address for RFID Cards (if different)

Email Address

Phone number

Account Details

Each RFID charging card incurs a one-time fee of CHF 10.-

	Login for the app (Email Address)	Card label (e.g., driver name or license plate number)	Cost Center / Contract Number (appears on the invoice)	RFID card (Yes/No)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

If you would like to open additional accounts, please include a detailed list with your account application.

Do you have Swisscharge charging stations where fleet accounts should be activated? (Company locations billed through Swisscharge)

Yes

No

If yes, please specify the addresses of the Swisscharge charging stations where activation should take place (only private charging stations owned by the company).

Details for Invoice Delivery

Invoice via Email

Invoice by Post (CHF 5 per invoice)

Email Address for Invoice Delivery

Street, House Number for Invoice Delivery

We confirm the correctness of the information provided and authorize swisscharge.ch or its representatives to obtain all necessary information related to the issuance and use of Fleetcharge from relevant entities, such as government agencies, banks, public offices, credit agencies, the Central Office for Credit Information (ZEK), and the Consumer Credit Information Office (IKO). We recognize the "General Terms and Conditions of swisscharge.ch AG for the Use of Fleetcharge" included in this offer as binding for us and our employees. Additionally, we acknowledge and agree that this card application may be declined without any obligation to provide reasons. The place of fulfillment and the exclusive jurisdiction is expressly Gossau SG.

Location/Date

First/Last Name

Signature

**Please send the completed and signed account application to:
Swisscharge, Wilerstrasse 73, 9200 Gossau SG, or info@swisscharge.ch**

General Terms and Conditions For the Delivery of Electromobility Services

(Status May 2020)

Introductory Note

This English translation is for information purposes only. The original German version is the legally binding document.

For easier readability, we shall refer exclusively to male clients, but each such reference is always meant to include female clients, too.

1. Scope and Contractual Relationship

These General Terms and Conditions (GTC) apply to all legal transactions (quotations, contractual negotiations, contracts) between swisscharge.ch AG (swisscharge.ch) and its customers regarding the operation of charging stations for rechargeable electric and hybrid vehicles, the payment for charging services at these stations and the provision of any further services connected with electromobility (jointly: electromobility services).

By registering for the charging service or, at the latest, by purchasing an electromobility service, the customer has accepted these GTC. These GTC form an integral component of the contract concluded between swisscharge.ch and the customer (the "contract"). swisscharge.ch does not recognize the validity of any customer's conditions, which differ from these GTC, or amendments of or additions to the GTC by the customer. Such alterations are not recognized or valid, unless swisscharge.ch gives its express written agreement to such amendments.

swisscharge.ch provides its electromobility services in accordance with the version of the GTC in force on the date of the order. The current version of the GTC is available on the website of swisscharge.ch (www.swisscharge.ch). swisscharge.ch reserves the right to amend these GTC at any time. Amendments shall be notified to the customer in a suitable format and are deemed to have been accepted by the customer as from the notified date of amendment.

2. Registration and Customer Account

2.1 Registration

The customer must register for the charging service and open a customer account, in order to use the full range of electromobility services offered by swisscharge.ch. The customer is obliged to complete the registration form truthfully and in full. The customer may define the access medium. swisscharge.ch has set up interfaces with selected business customers, so that their employees, trainees or customers can register via the website or app. Disclosure of the payment method is not always required on these interfaces.

swisscharge.ch is entitled to refuse to open a customer account without giving reasons.

The customer is obliged to keep their access data secret (username and password), not to disclose them to third parties and to store them securely, protected from unauthorized access by third parties. The customer must change their access data immediately, if it is suspected that unauthorized persons have gained knowledge of them.

2.2 Customer Card

swisscharge.ch may provide the customer registered for the charging service with a customer card. The customer can identify himself by using this card at the charging stations provided and activate and pay for charging processes.

Loss or theft of the customer card must be immediately reported to swisscharge.ch. swisscharge.ch declines all liability for the improper use of a lost or stolen customer card. If this is used for payment before the customer has requested swisscharge.ch to block the card, the customer himself must bear the cost of the corresponding amounts.

When using the customer card, the customer is obliged to check the current end customer price in a swisscharge.ch app. swisscharge.ch apps are deemed to be the customer's own swisscharge.ch app, as well as the apps operated by swisscharge.ch in common with selected customers.

swisscharge.ch replaces defective customer cards free of charge, provided that the defect is not the fault of the customer. Lost or stolen cards and cards damaged by the customer are replaced at the customer's cost.

2.3 Invoicing and Payment

For customers with a customer account, charging processes activated during a calendar month are invoiced at the beginning of the following month. The invoiced amount is due for immediate payment.

Payment is made by direct debit to the credit card stored in the customer portal. If it is impossible to process a payment successfully because the credit card on file has expired, does not have sufficient funds or for any other reason, swisscharge.ch shall make an attempt to collect the payment again. Should the second attempt also prove unsuccessful, swisscharge.ch shall invoice the amount with a payment deadline of 30 days from the date of invoice. The invoice processing charge is CHF 20. swisscharge.ch is entitled to block access to the charging service until payment is received.

With selected customers, swisscharge.ch has agreed to other invoicing and payment options, which apply to the customer's employees, trainees and customers.

In the customer portal the customer may view invoice information for the previous and current months, which have not yet been invoiced.

In the case of customers who are not registered for the charging service, the price for the charging process activated is debited to the customer's credit card directly at the end of the charging process.

2.4 Blocking of the Customer Account

swisscharge.ch is entitled to block the charging service customer account without prior notice and to exclude the customer from the purchase of electromobility services, if (i) the customer breaches the conditions of these GTC (in particular the safety provisions in paragraph 4.3), (ii) if the customer acts illegally or in bad faith or (iii) if the blocking can be presumed to be in the customer's interests, e.g. in the case of improper use by third parties.

The customer is notified by e-mail that the account has been blocked. The account may remain blocked until the reason for the blocking no longer exists.

3. Electromobility App and Customer Portal

On its website swisscharge.ch makes available to the customer a web-based customer portal and an electromobility app (jointly: e-mobility software) in the corresponding app store (iOS, Android). The customer can use e-mobility software to find and reserve charging stations, pay for charging services, view his invoices or check his charging processes (location, duration, cost of each charging process). E-mobility software is deemed to be the customer's own swisscharge.ch app, as well as the apps operated by swisscharge.ch in common with selected business customers.

swisscharge.ch and its license providers are the holders of all the rights to the e-mobility software, including the content and the data that can be accessed via the said software. The customer may use the e-mobility software only for the purposes provided in accordance with these GTC.

The customer is obliged to update the electromobility app as soon as updates are available. If the customer fails to do this, the app may not function, or security loopholes may not be closed.

4. Charging Services

4.1 Finding and Reserving a Charging Station

swisscharge.ch provides its customers with charging stations where they can recharge their electric vehicles with electric energy. For this purpose swisscharge.ch provides a tool on its website and on the electromobility app, with which the customer can view in real time the locations and availability of charging stations in the swisscharge.ch e-mobility network and in the networks of swisscharge.ch's roaming partners and can reserve the available charging station of his choice for his charging process (if the charging station operator allows this).

4.2 Recharging the Vehicle

To engage the charging process the customer must connect his vehicle to the charging station using a charger cable. The customer is obliged to use the power socket corresponding to the technical specifications of his vehicle. Depending on the charging station the power socket must first be unlocked by means of the customer card or the electromobility app.

To start the charging process, the customer must swipe the RFID reader with his customer card or activate the charging station by means of the electromobility app for the charging process. To end the charging process the customer must once again swipe the RFID reader with his customer card and stop the charging process or end the charging process by means of the electromobility app.

If the customer card or electromobility app is used in the network of a swisscharge.ch roaming partner, swisscharge.ch cannot guarantee the correct execution of the charging services and the associated data processing.

If the charging stations cannot be unlocked for the charging process or the process cannot be stopped or the charging station is defective or damaged, the customer must report this to swisscharge.ch.

4.3 Safety Provisions

The customer undertakes:

- to connect to the charging station only those rechargeable electric or hybrid vehicles, which are permitted for use in road traffic;
- to connect only those vehicles, the components of which (such as recharger cables, plugs, etc.) comply with all the legal provisions in force and which are in a useable, safe and professionally serviced condition;
- to follow the vehicle manufacturer's instructions with respect to the duration and maximum performance of the charging process;
- to use the charging station in accordance with these GTC and to obey all the instructions and terms of use of the charging station owner and/or swisscharge.ch; and
- to the best of his ability to protect the charging station and its environs against damage.

If a warning signal is emitted from the warning lights on the charging station and/or in his vehicle, the customer must take all the required measures necessary in order to safeguard his own safety and that of third parties and to protect his vehicle. In particular, if this presents no danger, the customer must immediately disconnect the connection between the charging station and the vehicle and must phone the swisscharge.ch hotline.

The customer is liable to swisscharge.ch and the charging station owner for damage, which he causes to the charging station or its environs due to breach of this paragraph

4.4 Availability and Condition of Charging Stations

The duties of swisscharge.ch for charging stations are restricted to the provision to customers of charging stations, the receipt of payments for charging processes and their remittance to the owner of the charging station.

The charging stations provided are operated by the respective charging station owner. The latter is obliged to ensure that its charging stations are in a useable, safe and professionally serviced condition. He is entitled to restrict the operation of charging station from time to time or to cease operation permanently.

swisscharge.ch displays outages and the availability of individual charging stations in the e-mobility software. However, swisscharge.ch accepts no liability for the availability, condition and safety of the charging stations.

4.5 Interruption of Charging Services

The swisscharge.ch charging station network and the e-mobility software are available as a matter of principle to the customer 7 days of the week and 24 hours a day. swisscharge.ch is, however, unable to guarantee the functioning of its network without interruptions or disruption, any more than it can guarantee specific charging times and capacities.

In the following cases, swisscharge.ch is entitled to restrict or interrupt on a temporary basis the availability of the charging stations and the e-mobility software:

- in the case of operational interruptions, such as system malfunctions, debugging and maintenance and upgrading work;
- in the case of interruption of the telecommunication or internet links between the charging station and the swisscharge.ch servers or those of its service provider;
- in the case of over- or underload in the energy supply network;
- in cases of force majeure, exceptional incidents and natural events;
- in all other cases, which make this absolutely necessary.

5. Advertising

Via e-mobility software or by other means swisscharge.ch is entitled to deliver to the customer personalised or location-related advertising (e.g. offers in the environs of a charging station).

6. Other Electromobility Services

swisscharge.ch is entitled to offer the customer other electromobility services, for example, mobility insurance. Where such services incur a charge swisscharge.ch shall notify the customer thereof.

7. Payment of Charging Services

The price for a charging service comprises the components: entry fee, purchase of electricity, residence time and reservation costs.

The price for charging services purchased is invoiced in accordance with Paragraph 2.3. All prices stated are inclusive of VAT.

8. Term and Termination of Contract

The contract is concluded for an indeterminate period and may be terminated by e-mail by either party with one month's notice to the end of the month.

Both parties are entitled to terminate this contract in writing for good cause without giving notice. Good cause is deemed in particular to be a continuing or serious breach of contract or a violation of the safety provisions in paragraph 4.3.

9. Liability of Swisscharge

swisscharge.ch accepts liability for itself and its staff solely for loss caused by culpable intent or gross negligence. Any further liability of swisscharge.ch, in particular for consequential damage, lost profit or lost or amended data is, insofar as admissible by law, excluded.

10. Customer Data, Data Protection

In connection with the service provision under this contract swisscharge.ch is entitled, subject to constant compliance with current standards of data protection, to collect, store, process, use and disclose to third parties data of the customer, which has been provided by the customer or generated by his use of the e-mobility software (connected with the charging of the vehicle), insofar as this occurs (i) to fulfil contractual obligations towards the customer, (ii) for the maintenance, development and retention of the customer relationship, (iii) for the customization of the e-mobility software or the provision of personalized content or advertising or (iv) for the advertisement, design and further development of swisscharge.ch products and services.

swisscharge.ch takes measures corresponding to the state of the art for the non-disclosure of personal data and for the protection of data against unauthorized access.

11. Final Provisions

The customer must, within ten working days, register on his personal customer portal all amendments to the information stated on registration (e.g. change of name or new payment method). In compliance with the law, notifications from swisscharge.ch to the customer are sent to the e-mail address last communicated to swisscharge.ch.

Should a provision of these GTC be or become invalid or infeasible, this shall not affect the remaining provisions of these GTC. The invalid or infeasible provision shall be replaced by a valid or feasible provision, which comes closest in law and in commerce to the invalid or infeasible provision.

Without the written authorization of the other party the contract and the rights and duties arising therefrom cannot be assigned. swisscharge.ch reserves the right to assign this contract to other companies within its group.

This contract is governed by Swiss substantive law to the exclusion of the UN Convention on the International Sale of Goods. The sole court of jurisdiction is Gossau SG. The foregoing choice of law and court of jurisdiction shall not apply, if and to the extent that the customer as a consumer can invoke the application of another legal system and/or the jurisdiction of a different court.