

General Terms and Conditions

for electric mobility services for customers with electric vehicles

Last updated: October 2025

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") 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 and the customer (the "contract"). Swisscharge 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 gives its express written agreement to such amendments.

Swisscharge 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 (www.swisscharge.ch). Swisscharge 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. Conclusion of the contract

2.1 Unregistered customers

The customer has the option of starting a charging process without registering. By scanning a QR code at the charging station, the customer is taken to a payment page where a valid payment method for a one-time charging process can be stored. Once the payment method has been successfully verified, a charging process can be started. The price (including VAT) per kilowatt-hour and any waiting, reservation and start-up fees are displayed on the payment page. Once the charging transaction has been completed, the stored payment method is debited directly. The customer receives a payment receipt at the email address provided.

2.2 Registered customers

2.2.1 Registration

The customer can register for the charging service and open a customer account, in order to use the full range of electromobility services offered by Swisscharge. The customer is obliged to complete the registration form truthfully and in full. The customer may define the access medium. Swisscharge 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 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.

2.2.2 Customer Card

Swisscharge 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. Swisscharge 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 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 app. Swisscharge apps are deemed to be the customer's own Swisscharge app, as well as the apps operated by Swisscharge in common with selected customers.

Swisscharge 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.

2.2.3 Invoicing and Payment

The invoice amount will be charged directly after each charging process via the credit/debit card stored in the customer portal or via another stored payment method with direct debit.

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 shall make an attempt to collect the payment again. Should the second attempt also prove unsuccessful, Swisscharge shall invoice the amount with a payment deadline of 30 days from the date of invoice. The invoice processing charge is CHF 20. Swisscharge is entitled to block access to the charging service until payment is received. With selected customers, Swisscharge 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.

2.2.4 Vouchers

When vouchers for charging services are purchased and redeemed, a corresponding credit will be added to the customer account. This credit is intended exclusively for the use of charging services within the scope of our offer and cannot be paid out in cash, transferred or used for other purposes. Unused credit expires after the expiry of the statutory limitation period.

2.3 Blocking of the Customer Account

Swisscharge 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, (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, (iv) if no valid means of payment has been provided.

The customer is notified by e-mail that the account has been blocked. In the event that no valid means of payment has been provided, this will be displayed in the app. The account may remain blocked until the reason for the blocking no longer exists.

3. Electromobility App and Customer Portal

On its website Swisscharge 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 app, as well as the apps operated by Swisscharge in common with selected business customers.

Swisscharge 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 provides its customers with charging stations where they can recharge their electric vehicles with electric energy. For this purpose Swisscharge 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 e-mobility network and in the networks of Swisscharge'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 roaming partner, Swisscharge 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.

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; 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 hotline.

The customer is liable to Swisscharge and to the charging station owner for any damages caused to the charging station or its surroundings as a result of a breach of paragraph 4.3.

4.4 Availability and Condition of Charging Stations

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

4.5 Interruption of Charging Services

The Swisscharge 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 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 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 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.

Furthermore, the owner of the charging station can specify certain opening hours and access restrictions over which Swisscharge has no influence.

5. Advertising

Via e-mobility software or by other means Swisscharge 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 is entitled to offer the customer other electromobility services, for example, mobility insurance. Where such services incur a charge Swisscharge shall notify the customer thereof.

7. 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.

8. Liability of Swisscharge

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

9. Customer Data, Data Protection

In connection with the performance of services under this Agreement, Swisscharge may collect, store, process, use, and disclose to third parties customer data that is either provided by the customer or generated through their use of the e-Mobility software (such as data relating to the charging of the vehicle), at all times in compliance with applicable data protection regulations, insofar as this is (i) necessary to fulfil contractual obligations towards the customer, (ii) required for the maintenance, development, and preservation 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 promotion, design, and further development of products and services of Swisscharge.

Swisscharge shall take state-of-the-art measures to maintain the confidentiality of personal data and to protect such data against unauthorized access.

Details regarding the processing of customer data can be found in the Swisscharge [Privacy Policy](#).

10. Obligations of the Customer and Notifications

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 to the customer are sent to the e-mail address last communicated to Swisscharge.

11. Amendments to the CTG

Swisscharge reserves the right to amend these CTG for objective reasons at any time, for example due to changes in the law, rulings of the highest courts, or changes in the services offered.

Customers will be informed of planned amendments in an appropriate manner (e.g. by e-mail). If the customer does not object within six (6) weeks after receipt of the notification, the amendments shall be deemed accepted. The notice of amendment will expressly indicate the customer's right to object.

The current version of the CTG is always published on the Swisscharge website.

12. Final Provisions

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 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.