

Terms of Use for Vouchers of swisscharge.ch AG

1. General

swisscharge.ch AG ("Swisscharge") provides services in the field of electric mobility in Switzerland and operates a reliable charging network as well as innovative charging solutions. This includes the Swisscharge charging app ("Swisscharge App"), which allows Swisscharge users to charge their vehicles across the entire network.

These Terms of Use for Vouchers ("Terms of Use") apply between Swisscharge and any person who receives or redeems vouchers, promo codes and credits from Swisscharge ("Vouchers") ("User"). The Terms of Use govern the receipt and redemption of Vouchers by the User.

By receiving or redeeming a Voucher, the User accepts the version of these Terms of Use current at that time.

2. Vouchers

Swisscharge offers new and existing customers, as part of targeted promotions, the opportunity to benefit from discounts on future charging sessions via their Swisscharge account (e.g. in support cases, upon purchase of qualifying products or as part of marketing campaigns). Vouchers generally contain discounts corresponding to a face value in Swiss francs (CHF) ("Face Value") and are subject to a fixed validity period or an expiry date ("Validity Period").

3. Redemption

Redemption of a Voucher requires:

- 1) an active user account in the Swisscharge App,
- 2) 2) registration of a valid payment method (e.g. credit card), unless otherwise agreed,
- 3) 3) compliance with the contractual provisions between Swisscharge and the User, and in particular these Terms of Use.

Swisscharge is entitled at any time to refuse redemption of a Voucher if these requirements are not or are no longer met.

A Voucher can generally be redeemed by the User by entering the printed code in the Swisscharge App or in the Swisscharge account. In some cases, the Voucher may also be activated by Swisscharge.

After redemption, the Face Value of the Voucher is credited to the user account linked to the Swisscharge App as credit ("Credit"). The User may then, during the Validity Period of the Voucher and up to the Face Value of the Voucher, use the Voucher for paid charging services via the Swisscharge App. For paid charging services, the amount is offset first against the available Credit; only once the Credit has been used up or the Face Value has been reached is the registered payment method charged.

4. Expiry

Once the Credit has been used up, paid charging services are charged via the registered payment method.

Upon expiry of the Validity Period, the Voucher and the Credit expire without compensation and no further charging is possible with the Voucher, even if the Face Value of the Voucher has not yet been reached.

5. Restrictions

Vouchers may be restricted to certain user groups, tariffs, networks or geographic regions. In particular, Vouchers may only be valid for certain charging points or may be excluded from use while roaming. In certain billing models (e.g. corporate billing), settlement via Vouchers may be excluded. Use via so-called "placeholder" or inactive accounts is excluded.

6. Exclusions

The Voucher is non-transferable. Resale or commercial trading of Vouchers is prohibited. The Voucher may only be redeemed once. Cash

redemption of the Face Value, the Credit or any remaining balance upon expiry of the Validity Period is excluded. Any increase of the Credit or extension of the Validity Period is excluded.

Combination with other promotions, discounts or special offers is excluded.

Swisscharge is entitled at any time to block a Voucher or a Credit if a User violates these exclusions, the other provisions of these Terms of Use or other contractual obligations with Swisscharge.

7. Liability

Swisscharge accepts no liability for the validity or redeemability of a Voucher (e.g. in the event of technical issues during redemption), for loss, theft or damage of a Voucher, or for unauthorised or contractually non-compliant use of Vouchers. Liability is also excluded in the event of restrictions imposed by third-party providers (e.g. charging infrastructure) or in the event of contractually compliant blocking of Vouchers or Credits. Mandatory statutory provisions remain reserved.

8. Governing law and jurisdiction

Swiss substantive law applies. The exclusive place of jurisdiction is Zurich. Mandatory statutory provisions (e.g. mandatory consumer venues) remain reserved.

9. Amendments to the Terms of Use

Swisscharge may amend these Terms of Use at any time. The current version is available on the Swisscharge website or in the Swisscharge App. In the event of any contradictions or ambiguities between the German, French, Italian and/or English versions of the Terms of Use, the German version shall prevail.