

General Terms and Conditions

Clyde's flat rate for charging

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Clyde.

Content

01	Scope	S.3
02	Entitlement	S.3
03	The flat rate for charging partner	S.3
04	Transfer of personal data	S.3
05	Activation of the swisscharge.ch customer account	S.3
06	Usage of the flat rate for charging	S.4
07	Loss of access data or blocking of access	S.5
08	Disclaimer of liability and warranty	S.5
09	Amendments to these GTC	S.5
10	Termination of the flat rate for charging	S.6
11	Choice of law and jurisdiction	S.6
12	Concluding provisions	S.6

1. Scope

These General Terms and Conditions (GTC) for Clyde's flat rate for charging apply in the event that the customer has concluded a Clyde subscription for a fully electric vehicle (battery electric vehicle – BEV).

2. Entitlement

All Clyde customers who hold a valid subscription for a fully electric vehicle (BEV) are entitled to use Clyde's flat rate for charging. Subscribers with a hybrid or plug-in hybrid electric vehicle (PHEV) are not entitled to use the flat rate for charging.

3. The flat rate for charging partner

Clyde's flat rate for charging can only be used via the swisscharge.ch app for mobile devices (swisscharge.ch app) or the charging card provided by Clyde and swisscharge.ch.

4. Transfer of personal data

In order to be able to use Clyde's flat rate for charging, Clyde must transfer the requisite personal data of the customer to swisscharge.ch after a subscription contract establishing entitlement to use the flat rate for charging has been concluded in order to enable swisscharge.ch to set up an account for the customer. In accepting these GTC, the customer expressly consents to the transfer of their personal data to swisscharge.ch.

Should the customer not wish their personal data to be transferred to swisscharge.ch, the customer must inform Clyde Customer Service concerning this fact in writing either before or immediately after booking the Clyde subscription (within 24 hours). Following any such objection, the customer will not be able to use Clyde's flat rate for charging. It cannot be guaranteed as a matter of course that it will be possible for the customer to change their mind at a later stage, and any request to do so must be examined in consultation with Clyde Customer Service.

The Clyde Privacy Policy is also applicable.

5. Activation of the swisscharge.ch customer account

After the customer account has been set up by swisscharge.ch, the customer will receive an e-mail sent to the e-mail address provided during the Clyde booking process containing an invitation to activate their account by entering a personal password.

In order to be able to use the flat rate for charging, the customer must first activate the login data provided by swisscharge.ch and Clyde by entering a personal password and consent to the Terms of Use for swisscharge.ch services.

The customer hereby accepts that, within the ambit of the provision of services and the flat rate for charging, swisscharge.ch may share data with Clyde concerning the customer's charging patterns and charging processes that are generated through usage of swisscharge.ch software and that Clyde may, subject to compliance with applicable data protection laws, collect, store and process these data and share them with third parties, provided that this occurs for the pur-

pose of compliance with contractual obligations towards the customer in relation to the operation, development and maintenance of the flat rate for charging. Clyde shall take any action commensurate with the state of the art in order to ensure the confidential status of personal data and to protect data against unauthorised access.

In addition, the customer will receive a charging card associated with their account at the address indicated during the course of the Clyde booking process within 14 days of the activation of the swisscharge.ch account.

The scope of the swisscharge.ch services are as stated in the respective swisscharge.ch Terms of Use.

The scope of swisscharge.ch services may be altered at any time without prior notice.

6. Usage of the flat rate for charging

The customer is entitled to use the flat rate for charging throughout the duration of any valid subscription. It is not permitted to use the flat rate for charging either before or after a valid subscription period.

Access to the flat rate for charging will be deactivated automatically upon expiry of the subscription period. In order for this to occur, the user profile will be deactivated by swisscharge.ch. The associated charging card will also be deactivated upon expiry of the subscription. Should the customer wish to continue to use the swisscharge.ch app independently of the Clyde subscription, they must re-register with swisscharge.ch.

In order for a charging process to be accounted for through the flat rate for charging, the charging process must be launched either via the user profile in the swisscharge.ch app provided by Clyde in conjunction with swisscharge.ch or by using the associated charging card.

The customer may not carry out any charging processes in their own name on the basis of these Terms of Use. If the customer carries out charging in their own name and on their own account, Clyde will not reimburse any amounts paid by the customer for charging in their own name.

The customer is responsible for ensuring prior to the start of any charging process that the charging station will allow the charging process to be booked via the swisscharge.ch app or the associated charging card and that the customer is using the account intended for the usage of the flat rate for charging.

The customer may use Clyde's flat rate for charging exclusively for the vehicle covered by the subscription. Any usage for trade or commercial purposes as well as any usage for other private or business vehicles is prohibited.

It is not permitted to charge external batteries or other electrical devices or means of transport using Clyde's flat rate for charging.

It is not permitted to use the tariff for unusual levels of charging. Charging will be deemed to be occurring at an unusual level if the monthly amount of energy charged is consistently higher than the average amount of energy calculated on the basis of the vehicle covered by the subscription and the kilometre bundle. This assessment is based on the reference figure for the average consumption in kWh per 100 km as set by the respective manufacturer of the vehicle covered by the subscription, which may be obtained from the vehicle details, as well as the currently applicable kilometre bundle.

The customer is obliged to refrain from exceeding the parking time at the charging station when charging with Clyde's flat rate for charging, as stated in the terms of use of the charging station operator as well as the road traffic rules applicable at the relevant location. The customer is also obliged to vacate the parking area promptly after completing a charging process. Any towing or recovery costs incurred must be borne by the customer.

An uninterrupted connection to an AC charging station must not under any circumstances exceed a period of six (6) hours, and an uninterrupted connection to a DC charging station a period of two (2) hours.

The customer shall indemnify Clyde in respect of all costs and losses arising as a result of a culpable breach by the customer of these Terms and Conditions. The foregoing will be without prejudice to any other claims of Clyde.

In the event of any unlawful or repeated breach of these Terms and Conditions, Clyde reserves the right to pass on to the customer any costs arising in addition to liquidated damages of CHF 500.00.

7. Loss of access data or blocking of access

In the event of the theft or loss of the charging card or the online login data, the customer must contact Clyde Customer Service promptly and arrange for access to the flat rate for charging to be blocked. Clyde does not bear liability for any costs arising as a result in the event that the customer fails to comply with this duty of notification in good time.

In the event of any material and/or repeated breach of these Terms of Use and Charging, Clyde reserves the right to block access by the customer to the flat rate for charging either temporarily or permanently. The foregoing will be without prejudice to any other claims of Clyde.

In the event of a temporary or permanent blockage, the customer does not have any entitlement to use the flat rate for charging and thus also no entitlement for charging costs to be covered by Clyde.

Moreover, Clyde reserves the right to terminate the subscription contract immediately in the event that the flat rate for charging is used in breach of contract. In addition to the scenarios mentioned in these GTC, usage is deemed to have occurred in breach of contract in the event of unduly high and unusual charging levels.

8. Disclaimer of liability and warranty

Clyde does not provide any warranty that the charging card and the [swisscharge.ch](https://www.swisscharge.ch) app and the services offered within it will operate flawlessly at all times.

Clyde does only incur liability for any losses arising for the customer out of or in relation to usage of the flat rate for charging in the event of wilful misconduct or gross negligence.

9. Amendments to these GTC

It is possible that these General Terms and Conditions of Business may be amended from time to time for the purpose of the ongoing improvement of the flat rate for charging and the constant

development of functionality and security. The customer will be informed in advance by e-mail concerning any amendment to these GTC and invited to consent. The relevant changes are deemed to have been accepted unless they are objected to by the customer within 14 days. If the customer does not intend to consent to the amended GTC, Clyde reserves the right to terminate the subscription contract without notice.

10. Termination of the flat rate for charging

Clyde's flat rate for charging is a pilot project. Clyde therefore reserves the right to withdraw the flat rate for charging at any time and accordingly to terminate the Clyde subscription at any time subject to a notice period of one month.

11. Choice of law and jurisdiction

These GTC are governed by Swiss law.

The place of jurisdiction for all disputes arising under these GTC is at the registered office of Clyde in Cham. However, Clyde reserves the right to take legal action at the registered office of the customer is located. Cases in which the law of civil procedure prescribes a different place of jurisdiction are excluded from the clause assigning jurisdiction.

12. Concluding provisions

These GTC (including this clause) may only be validly amended or supplemented in writing. The invalidity of any term within these GTC does not affect the validity of the remaining terms. In such an eventuality, each party may request that the invalid term be replaced by a term that most closely achieves the economic purpose pursued by the invalid term.