

General Terms and Conditions

Clyde Energy Benefit

Version dated **26. May 2023**

Clyde.

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1. **‘Clyde Energy Benefit’ scope**

These General Terms and Conditions (‘GTC’) for the ‘Clyde Energy Benefit’ shall apply in addition to Clyde’s General Terms and Conditions if the customer has taken out a Clyde subscription for a battery electric vehicle (BEV) on or after 26 May 2023.

2. **Entitlement**

All customers who have taken out a valid Clyde subscription with a battery electric vehicle (BEV) on or after 26 May 2023 are entitled to use the ‘Clyde Energy Benefit’. Subscribers with a hybrid or plug-in hybrid electric vehicle (PHEV) are not entitled to use the ‘Clyde Energy Benefit’. Existing Clyde Flat Rate Charging customers (General Terms and Conditions of Clyde Flat Rate Charging, version dated 1 February 2022) will not be automatically switched to the ‘Clyde Energy Benefit’ or automatically transferred to the ‘Clyde Energy Benefit’ General Terms and Conditions (version dated 26 May 2023).

3. **‘Clyde Energy Benefit’ partner**

The ‘Clyde Energy Benefit’ must be used with regard to public charging in the partner network via the application for mobile devices provided by Clyde and Clyde’s respective service partner for charging solutions (hereinafter ‘service partner’) or via the charging card provided by Clyde and the service partner.

Clyde reserves the right to change the service partner at any time, as long as this does not significantly impair the scope of services of the ‘Clyde Energy Benefit’ vis-à-vis the customer. The customer must be notified in advance by e-mail of a change of service partner. The new service partner shall be deemed to have been accepted unless the customer objects within 14 calendar days. In the event of an objection, Clyde reserves the right to terminate the contractual relationship without notice.

4. **Transfer of personal data**

In order to claim the ‘Clyde Energy Benefit’, Clyde must transmit the necessary personal data of the customer to the respective service partner after concluding an eligible subscription contract for the ‘Clyde Energy Benefit’ so that the service partner can create an account for the customer (hereinafter ‘service partner account’). By accepting these GTC, the customer expressly consents to the transfer of their personal data to the service partner.

Should the customer not wish their personal data to be transferred to the service partner, the customer must inform Clyde Customer Service thereof in writing either before or immediately after booking the Clyde subscription (within 24 hours). As a result of the objection, the customer is excluded from claiming the ‘Clyde Energy Benefit’. No discount is granted in connection with the objection. It cannot be guaranteed as a matter of course that the customer will be able 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 shall also apply.

5. **Activation of service partner account**

After the service partner has set up the service partner account, the customer shall receive an e-mail sent to the e-mail address provided during the Clyde booking process. This e-mail invites

the customer to activate their service partner account by setting a personal password.

To be eligible for the 'Clyde Energy Benefit', the customer must activate the login data provided by the service partner and Clyde by setting a personal password and accepting the service partner's terms of use.

The customer hereby agrees that the service partner may forward data to Clyde as part of providing the service and the 'Clyde Energy Benefit'. This data relates to the customer's charging behaviour and charging processes and is generated when the customer uses the service partner's software. Clyde may collect, store, process, use and forward this data to third parties in accordance with the applicable data protection laws, as long as this is done to fulfil its contractual obligations towards the customer and to maintain, develop and maintain the 'Clyde Energy Benefit'. 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.

Within 14 calendar days of the activation of the service partner account, the customer shall also receive a charging card associated with their service partner account at the address indicated during the course of the Clyde booking process.

The functional scope of the service partner's services is determined by the service partner's respective terms of use.

Adjustments to the service partner's range of services, e.g., available charging stations, may be made at any time without prior notice.

6. Use of the 'Clyde Energy Benefit'

The customer is entitled to use the 'Clyde Energy Benefit' during the valid subscription period. It is not permitted to use the 'Clyde Energy Benefit' either before or after the valid subscription period.

Access to the 'Clyde Energy Benefit' is automatically deactivated at the end of the subscription period. To do so, the service partner deactivates the user profile. The associated charging card shall also be deactivated upon expiry of the subscription.

Billing of a public charging process via the 'Clyde Energy Benefit' requires the charging process to be started either via the user profile in the service partner's app provided by Clyde in cooperation with the service partner or via the associated charging card.

With regard to public charging, the 'Clyde Energy Benefit' refers exclusively to all publicly available charging stations belonging to the service partner, i.e., those accessible to the general public. Charging points added to the charging network privately are not covered by the 'Clyde Energy Benefit' range of services, even if they are made available through individual arrangements between the service partner and the customer via the service partner's app or 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 charges in their own name and for their own account, Clyde shall not reimburse any amounts paid by the customer for charging in their own name (with the exception of costs for privately charged electricity in accordance with section 07 of these GTC).

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 service partner's app or the associated charging card and that the customer is using the account intended for the usage of the 'Clyde Energy Benefit'. Clyde does not guarantee that certain charging stations are covered by the 'Clyde Energy Benefit'.

The customer may only use the 'Clyde Energy Benefit' for the vehicle covered by the Clyde 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 the 'Clyde Energy Benefit'.

The 'Clyde Energy Benefit' is based on the purchase of charging power within a usual level of charging. Clyde defines the usual level of charging as the purchase of charging power in kWh per month based on the following calculation (hereinafter 'usual level of charging'): booked monthly mileage package / 100 * average consumption of kWh per 100 km according to the manufacturer. It is not permitted to use the tariff for unusual levels of charging. An unusual level of charging occurs if the amount of energy charged each month repeatedly exceeds the usual level of charging (i.e., in two or more consecutive months).

The customer is obliged to refrain from exceeding the parking time at the charging station when charging, as stated in the charging station operator's terms of use and in 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 as well as any parking costs and fines for exceeding the parking time must be borne by the customer.

An uninterrupted connection to a public AC charging station must not under any circumstances exceed a period of six (6) hours, and an uninterrupted connection to a public 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 shall 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. Credit for privately charged electricity outside the partner network covered by the 'Clyde Energy Benefit' and failure to use up the usual level of charging (benefit programme)

Customers who charge their vehicle covered by the Clyde subscription outside of the partner network covered by the 'Clyde Energy Benefit', or who charge less than the usual level of charging in accordance with to section 06 of these GTC, for example due to economical driving or not fully using the booked mileage package, will receive a retroactive credit from Clyde in the form of a voucher in accordance with section 07.

As Clyde does not know exactly how much electricity a customer draws outside of the partner network covered by the Clyde Energy Benefit, the electricity drawn outside of the partner network covered by the Clyde Energy Benefit or less than the usual level of charging is calculated according to the following formula, and the value calculated in this way serves as the basis for a credit:

(booked monthly mileage package / 100 * average consumption of kWh per 100 km according to manufacturer) – electricity charged in kWh in the month in question via the partner network covered by the 'Clyde Energy Benefit' = electricity charged outside the partner network covered by the 'Clyde Energy Benefit' in the month in question or the electricity drawn less than the usual level of charging (hereinafter 'Benefit kWh').

If the amount of electricity publicly charged in a month that has been charged via the partner network covered by the 'Clyde Energy Benefit' exceeds the usual level of charging calculated on the basis of the subscribed vehicle and mileage package (i.e., if there is a negative number of Benefit kWh), the customer will not be credited.

The credit is calculated on the basis of a calendar month. If a subscription starts or ends during a calendar month, or if a customer changes the mileage package used for the calculation during the calendar month, the calculation is based on the pro-rata principle. The actual number of days in the calendar month in question is used as the basis for the pro-rata calculation.

The credit is calculated retrospectively and may take up to 15 calendar days after the end of a calendar month. Each positive Benefit kWh is allocated a CHF value determined by Clyde.

The total CHF value of the total positive Benefit kWh for a month (hereinafter 'voucher amount') is rounded using mathematical calculation rules, whereby only whole numbers without decimal places are taken into account. Due to mathematical rounding, the minimum voucher amount eligible for credit is CHF 1. The customer is not entitled to compensation in any form whatsoever that exceeds the voucher amount calculated in accordance with section 07.

If a customer has several subscriptions that are entitled to participate in the benefit programme in accordance with section 07, the positive Benefit kWh of all the customer's eligible subscriptions shall be combined. The total voucher amount resulting from the cumulative positive Benefit kWh is distributed proportionally across all of the customer's eligible subscriptions as the ratio between the usual level of charging of each of their eligible subscriptions and the cumulative usual level of charging of all their eligible subscriptions.

The voucher amount is made available to the customer in the form of virtual voucher codes (hereinafter 'voucher') in MyClyde. A maximum of one voucher is issued per calendar month and subscription. Once issued, a voucher is valid for six months. The expiry date of each voucher can be consulted in MyClyde at any time. Clyde reserves the right to correct or cancel incorrectly issued vouchers even after they have been created and notified to the customer, provided they have not yet been redeemed by the customer.

The customer will be notified by e-mail when a new voucher has been received in MyClyde. If the customer does not receive a voucher for a calendar month due to their driving or charging behaviour, no notification is provided.

With MyClyde, the customer can at any time redeem vouchers that have not yet been redeemed to credit the next possible monthly subscription invoice. A voucher can only be redeemed during the subscription period for the subscription for which the voucher was issued. The voucher may not be passed on or made available to third parties. Offsetting against other invoice types, such as invoices for traffic violations, additional mileage or damage, is not possible. Several vouchers may be credited to the same monthly subscription invoice at the same time, as long as the total amount of the vouchers to be redeemed does not exceed the invoice amount. If a voucher exceeds the total invoiced in whole or in part, the voucher will not be partially offset against the monthly subscription invoice. Instead, the voucher will be reserved for use in the next possible monthly subscription invoice. If several vouchers with different expiry dates are redeemed at the same time, the voucher with the next expiry date will be credited first. The status of a voucher can be consulted online in MyClyde at any time.

If a voucher is not redeemed before or on the expiry date, it will expire. The vouchers are not automatically credited. Payment of vouchers or the voucher amount in cash or any other form or credit against invoices that have already been issued is generally excluded.

If the customer has any issued or unredeemed vouchers on the last day of the subscription, all of these vouchers shall expire, and a new voucher code shall be issued for the total amount of the vouchers expired (hereinafter 'voucher code'). The voucher code is sent to the customer via e-mail and via MyClyde. The voucher code is valid for six months from the date of issue. The voucher code can only be redeemed in the field provided in the online booking process on clyde.ch to book a new Clyde subscription for a battery electric vehicle (BEV). In the event of a vehicle replacement, the customer will have the option of crediting issued and unredeemed vouchers against the new booking of an electric car subscription via Clyde Customer Service. To this end, the customer must inform Clyde Customer Service as part of the vehicle replacement before the final confirmation of the replacement. The vouchers cannot be credited subsequently. If the credit check of the person making the booking is negative, the booking will be cancelled. The voucher code remains valid during the specified period. The voucher code may be shared with third parties. The sale of voucher codes or the sharing of voucher codes on coupon websites or other public forums is generally prohibited. Voucher codes may not be paid out in cash or in any other form, nor may they be credited to orders already placed or current subscriptions. If the monthly subscription rate is less than the value of the voucher code at the time of booking, the remaining amount of the voucher code will be forfeited.

If a subscription ends during a calendar month, the pro-rata voucher amount for the last part of the calendar month is only calculated after the end of the calendar month in which the subscription ended. If there is a voucher amount (i.e., if there is a positive number of Benefit kWh), it is reimbursed separately in the form of a voucher code.

8. 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 without delay and arrange for access to be blocked. Clyde shall not bear liability for any costs arising as a result if the customer fails to comply with this duty of notification in good time.

In the event of a significant and/or repeated breach of these GTC or the service partner's charging conditions, Clyde reserves the right to temporarily or permanently block the customer's access to the 'Clyde Energy Benefit'. The foregoing shall be without prejudice to any other claims of Clyde.

In the event of temporary or permanent blocking, the customer shall not be entitled to use the 'Clyde Energy Benefit' and, in turn, not entitled either to charging costs to be covered by Clyde.

Moreover, Clyde reserves the right to terminate the subscription contract immediately if 'Clyde Energy Benefit' is used in breach of contract. In addition to the cases specified in these GTC, non-contractual use includes an unusual level of charging within the meaning of section 06 of these GTC.

9. Disclaimer of liability and warranty

Clyde does not provide any warranty that the charging card and the service partner's app and the services offered within it will operate flawlessly at all times.

Clyde shall only incur liability for any losses arising for the customer out of or in relation to usage of the 'Clyde Energy Benefit' in the event of wilful misconduct or gross negligence. In all other respects, Clyde's liability is excluded to the maximum extent permitted by law; in particular, to the extent permitted by law, Clyde shall not be liable for minor and medium negligence, indirect damages, consequential damages, third-party damages and other consequential losses, loss of profit, pure financial losses, missed opportunities, business interruptions or unrealised savings, and any actions or omissions by auxiliary persons.

10. Amendments to these GTC

Clyde may amend these GTC at any time in order to continuously improve the 'Clyde Energy Benefit' and to constantly fine-tune functions and security, as well as for other reasons. The customer shall be notified in advance by e-mail of any amendments to these GTC. The respective amendments or the new GTC shall be deemed to have been accepted unless the customer rejects them within 14 calendar days. In the event of rejection, Clyde reserves the right to terminate the contractual relationship without notice.

11. Discontinuation of the ‘Clyde Energy Benefit’

The ‘Clyde Energy Benefit’ is a pilot project. Clyde therefore reserves the right to discontinue the ‘Clyde Energy Benefit’ in whole or in part at any time and consequently to terminate the Clyde subscription at any time with a notice period of one month. Notwithstanding the other provisions of these GTC, Clyde has the right to discontinue the benefit programme in accordance with section 07 of these GTC in whole or in part at any time or to change it at its own discretion; if the benefit programme is discontinued, all vouchers and final vouchers and voucher amounts that have not yet been redeemed shall expire without compensation.

12. Choice of law and place of jurisdiction

These GTC are governed by Swiss law.

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

13. Final provisions

The invalidity of any provision within these GTC does not affect the validity of the remaining provisions. In such an eventuality, each party may request that the invalid provision be replaced by a provision that most closely achieves the economic purpose pursued by the invalid provision.