



## **General Terms and Conditions of Business (GCB) for membership of the easy4you electric vehicle charging network**

### **1. Scope of application and validity of the GCB**

These GCB apply to access to the easy4you charging network which is designed exclusively for the charging of electric vehicles. The GCB regulate membership, conditions of access, supply and use for the easy4you charging network.

### **2. Completion of the agreement**

Membership of easy4you charging network is established by setting up a user account on the website <http://ewb.easy-4-you.ch>, payment of the annual membership subscription and acceptance of these GCB by the customer (referred to below as the customer which includes both genders).

### **3. Access to the easy4you charging network**

3.1 Energie Wasser Bern (hereinafter referred to as ewb) permits, with the customer's membership, access to charging stations of the easy4you charging network which is operated by ewb or by third parties. The customer can therefore procure electricity via the charging stations of the easy4you charging network and with the charging network operator of the be.ENERGISED Managed Community and also at the charging stations which are affiliated via Interchange.

3.2 The customer is entitled to charge his or her electric vehicle with electricity at the charging stations pursuant to Section 3.1 against payment. For the operation and billing of the charging procedures ewb uses products and services of the has.to.be gmbh, including "be.ENERGISED Prepaid Accounting" (hereinafter referred to as the voucher system).

3.3 In addition, the customer benefits from the "ZÜRICH EASY 4 YOU – Assistance for electric vehicles" group insurance contract which Zürich Versicherungs-Gesellschaft AG offers within the framework of this product. The customer therefore enjoys mobility protection pursuant to Section 5 of these GCB.

### **4. User Account and Smart Phone Application**

4.1 The customer receives an access card, a username and a password with which he or she can log on to his or her user account on the <http://ewb.easy-4-you.ch> website or with the smartphone application for which no charge is made.

4.2 The various charging stations with the prices for the charging procedures are listed on his or her user account. In addition, the customer can make personal settings (password changes, payment variants). The customer can inspect and manage the charging procedures and invoices via his or her user account.

### **5. Mobility protection by the Zürich Versicherungs-Gesellschaft AG**

5.1 The customer is insured as the driver of an electric vehicle (up to 3,500 kg total weight) registered in

Switzerland or in the Principality of Liechtenstein which is reported on the basis of an insured event via the easy4you helpline to the Zürich Versicherungs-Gesellschaft AG.

Insurance cover is provided if

- the electric vehicle can no longer be used because of a battery failure or flat battery;
- the charging device on the electric vehicle is defective;
- charging at a charging station in the easy4you charge network is impossible.

The following services are covered:

- Organisation and payment of the cost of restoring operability of the vehicle on site, to the extent that this is possible on site.
- Payment of towing costs to the nearest garage/charging station equipped to effect the repair or to charge the battery in cases where operability of the vehicle cannot be restored on site. Repair and material costs are not insured.
- Acceptance of the costs of public means of transport or a taxi up to a maximum sum of CHF 100.-.

5.2 The costs of spare parts and replacement of the defective battery, together with additional costs incurred in the event of non-compliance with the operating instructions at the charging station, are not insured.

5.3 The customer shall notify Zürich Versicherungs-Gesellschaft AG without delay via the easy4you helpline if an insured event occurs: Tel. 0800 99 44 99 (from abroad: +41 (0)800 99 44 99)). If the assistance measures insured under this contract are not organised, ordered or performed by Zürich Versicherungs-Gesellschaft AG, the obligation to provide the benefit lapses. In the event of any breach of statutory or contractual requirements or obligations, benefits may be declined or reduced by Zürich Versicherungs-Gesellschaft AG. This disadvantage does not occur if the breach can be regarded as blameless in view of the circumstances.

5.4 Zürich Versicherungs-Gesellschaft AG processes data resulting from the contract documents or contract implementation and uses such data in particular to process insurance claims, for statistical evaluations and for marketing purposes. The data are stored either physically or electronically. To the extent that this is necessary, Zürich Versicherungs-Gesellschaft AG may pass data on to third parties both at home and abroad who are involved in implementing the contract, in particular to co-insurers and re-insurers, domestic and foreign member companies of the Zurich Insurance Group AG for further processing. In addition, Zürich Versicherungs-Gesellschaft AG may obtain material information, in particular on the circumstances of

the claim, from official bodies and other third parties.

**6. Prepaid account (Voucher System)**

- 6.1 has.to.be issues charging vouchers to operate a system which enables the customer to complete charging procedures using a prepaid system.
- 6.2 The contract for the acquisition of the charging vouchers is established between has.to.be and the customer; billing for the services is effected between ewb and the customer. The general terms and conditions of use for the acquisition of charging credits can be consulted on the <http://ewb.easy-4-you.ch> website. The customer must confirm and take note of the general terms and conditions of use of has.to.be before acquiring the charging voucher.

**7. Period of validity**

- 7.1 Membership ends at the earliest one year after receipt of payment of the annual membership subscription if the customer does not renew his or her membership.
- 7.2 When setting up his or her user account, the customer may determine whether the annual membership contribution is to be debited automatically in advance in each case to his or her credit card. If the customer decides in favour of a manual annual payment, he must clear payment of the membership contribution manually before the expiry of the current membership period. The attention of the customer will be drawn to that fact by e-mail before the end of the current membership period.
- 7.3 In the event of failure to pay the annual membership contribution for the next membership period, this membership lapses. There is no need for separate notice of termination to be given by the customer. In that case, upon the expiry of the present membership period for which payment has been made, the customer can effect no further charging operations on the easy4you charging network. However, the user account remains open and may be activated again at any time by the customer by paying the membership contribution. The customer may arrange a refund of any existing prepaid credits (voucher credits) within 24 months of the last charging operation against a fee of CHF 8.-. At the customer's request, the user account will be deleted.

**8. Membership contribution**

- 8.1. The annual membership contribution and the costs of the charging operations are debited to the customer's prepaid account (voucher system). The customer may top up his or her prepaid account (voucher) using various means of payment.
- 8.2. After the charging operation has been completed, the variable costs for charging the electric vehicle at the charging stations will be debited directly to the customer's prepaid account (voucher) based on the general conditions of use of has.to.be.

**9. Liability of ewb**

- 9.1. Subject to the binding statutory provisions, the customer has no entitlement to compensation for damage caused either directly or indirectly by the use of the charging station. This applies in particular in the event of interruptions of, or other irregularities in, the power supply, in particular if faults and restrictions of the mains service occur or if it is switched back on again. The customer has no further entitlement to compensation for damage caused to the electric vehicle.
- 9.2. ewb reserves the right to restrict operation of the charging stations at short notice after prior announcement using suitable methods of communication

(ewb.ch website, user accounts, smartphone application).

**10. Obligations and liability of the customer**

- 10.1 The customer is responsible for utilizing the user name and password for the intended purpose. He or she must take suitable measures for that purpose. In the event of loss or theft of the access card or access data, the customer must notify the loss at the earliest opportunity to ewb to enable access to be blocked. In that case the customer has no entitlement to refunds or compensation. The costs of replacing access cards shall be charged to the customer.
- 10.2 The customer must comply with the applicable parking conditions and rules at the charging point and pay any parking charges that are due.
- 10.3 The customer may not resell the electricity procured from the easy4you charging station.
- 10.4 The customer must bring a suitable charging cable compliant with the applicable standard with him or her; he or she must use this cable and no other to charge his or her electric vehicle.
- 10.5 The customer shall take all necessary measures to prevent damage to his or her electric vehicle caused by interruptions, irregularities or other faults in the power network.
- 10.6 The customer is liable for damage caused to ewb or other charging station operators by inappropriate use of the charging stations.
- 10.7 Any damage must be reported without delay to the customer hotline (Tel. 0800 99 44 99).

**11. Termination of the agreement**

Membership is concluded in each case for a period of one year between the customer and ewb. A refund of the membership fee is not permitted if notice of termination is given before the expiry of the year.

**12. Data protection**

The customer specifically consents to all the data obtained from the present business relationship in connection with the performance of the contract being processed, disclosed to third parties and used for own marketing purposes.

**13. Other**

- 13.1. The customer is not entitled to assign rights under this agreement to third parties.
- 13.2. The place of performance is Bern. The courts of Bern have sole jurisdiction over any legal disputes arising out of this agreement. Swiss law shall apply.
- 13.3 ewb is entitled to amend these GCB at any time. EWB shall notify amendments to the customer in a suitable manner. EWB shall call the attention of the customer to the fact that failure to object after the next month following the provision of the above information has expired shall be regarded as consent to the amendment of the GCB.

Bern, 22.03.2016