

# SOCAR Card General Terms and Conditions for Private Customers

## 1. Subject

The SOCAR Card for private customers is issued by the SOCAR Card Center in the name and on behalf of SOCAR Energy Switzerland LLC. These General Terms and Conditions relate to the supply of electricity and other petrol station products to the Customer's vehicle fleet. The Customer shall be supplied by the acceptance points connected to the SOCAR Card System in Switzerland and Europe upon presentation of the SOCAR Card. By using the SOCAR Card, the cardholder identifies himself or herself to the acceptance point connected to the SOCAR Card System in Switzerland and Europe as a direct representative of SOCAR Energy Switzerland LLC in accordance with Art. 32 CO.

## 2. Terms and conditions, prices

The products and services referred to in Section 1 shall be invoiced to the Customer by the SOCAR Card Center in the name and on behalf of SOCAR Energy Switzerland LLC at the applicable fee prices (including VAT) in the country of supply in the local currency and at the conditions agreed with the Customer in accordance with the "SOCAR Card List of Terms and Conditions for Private Customers". The Customer shall be informed in writing of any change to the Terms and Conditions. Agreements in accordance with the "SOCAR Card List of Terms and Conditions for Private Customers" shall apply at all acceptance points connected to the SOCAR Card System in Switzerland and Europe. When using the SOCAR Card in the network of our network partners, the Customer is obligated to check the applicable retail prices in their app.

## 3. Invoicing

Invoices for all products and services referred to in Section 1 shall include taxes and all charges of the country of delivery. For Customers who have chosen the VAT return option, VAT is shown separately. Invoices shall be issued at the intervals specified in the "SOCAR Card List of Terms and Conditions for Private Customers", but at least once a month. Complaints regarding the accuracy of the invoice must be made in writing to the SOCAR Card Center within 30 days of the invoice date; otherwise the invoice shall be deemed to have been accepted. SOCAR shall be entitled to charge a fee for additional copies of invoices.

## 4. Terms of payment

Invoices shall be payable without deduction in accordance with the due date indicated on the invoices. In the event of late payment by the Customer, SOCAR shall be entitled to charge flat-rate reminder fees and/or collection costs in addition to default interest. In case of payment at the post office counter, SOCAR shall be entitled to continue to charge the incurred fees. The Customer may not set off any claims against these fees. Changes to the bank details must be notified to SOCAR in a timely manner. SOCAR shall be entitled to change the billing system. In the event of non-compliance with payment obligations or exceeding the credit limit, SOCAR reserves the right to immediately block the cards without prior notice. Upon request, SOCAR shall inform the Customer of the credit limit granted for the SOCAR card business. Ownership of the goods delivered by SOCAR and its partner companies shall not pass to the Customer until all claims have been paid in full. In the event of insufficient coverage in direct debit, SOCAR shall be entitled to charge a fee.

## 5. Collateral

SOCAR may request the provision of collateral. SOCAR shall be entitled to fix an instalment payment for the relevant delivery month. The Customer shall be informed in writing of any change by SOCAR.

## 6. Use, misuse, loss or theft

The Customer must store the SOCAR Card in a safe place to protect it against theft or other loss. The SOCAR Card shall remain the property of the issuer. The RFID chip in the card is used for purchasing electricity at the intended points of acceptance. Cards with additional purchase options are equipped with a PIN code, which can only be used at SOCAR petrol stations and not for the purchase of electricity. The Customer is responsible for maintaining the confidentiality of the PIN code.

SOCAR reserves the right to temporarily suspend, postpone or discontinue card processing for technical reasons. In the event of a failure of the central computer, SOCAR shall be entitled to limit the scope of the supply or service. Supporting documents signed by the Customer or transactions confirmed by entering the PIN code shall be deemed to have been accepted and shall be invoiced to the Customer.

SOCAR Cards in the name of the driver may only be used by this person. If a SOCAR Card is lost, the SOCAR Card Center must be informed thereof immediately in writing. Upon receipt of the written report of loss by the SOCAR Card Center, the Customer's liability for misuse of the lost or otherwise missing SOCAR Card shall end. SOCAR shall not be liable in the event of wrongful intent or gross negligence on the part of the Customer (e.g. storage of the PIN code together with the SOCAR Card).

SOCAR is entitled, in the event of suspicion of excessive use of cards (e.g. multiple use and other processes that differ significantly from normal card use) to block the cards for further purchases without prior consultation with the Customer. The

corresponding transaction limits per day, week and month are defined in the IT system. In the event of justified suspicion of card abuse, SOCAR shall be entitled to block the card(s) concerned for further purchases without prior consultation with the Customer or to change the transaction limits defined in the IT system.

## 7. Validity of the SOCAR Card

The card shall cease to be valid on the expiry date printed on the card. SOCAR shall automatically issue new SOCAR Cards to the Customer in good time before expiry for all active cards. SOCAR Cards that are no longer needed must be voided and returned by the Customer to the SOCAR Card Center. For this purpose, the card must be voided by cutting through the magnetic strip. After exchange actions initiated by SOCAR and upon expiry of the validity period, the relevant SOCAR cards shall be destroyed by the Customer.

## 8. Return of the SOCAR Card

In the event of a breach of these General Terms and Conditions, SOCAR shall be entitled to block all SOCAR Cards, terminate the contractual relationship effective immediately and/or to demand the immediate return of the SOCAR Cards. In such a case, all outstanding claims shall fall due immediately.

## 9. Data protection

By signing the card application, the Customer acknowledges and agrees that

- SOCAR and/or the SOCAR Card Center and/or the swisscharge.ch hotline collecting, processing, storing and using data generated during the charging process at charging stations and during the payment process using the SOCAR Card and passing such data on to third parties in Switzerland processing such data there; and
- SOCAR has an overriding legitimate interest, as referred to in Art. 6(1)(f) GDPR, in sending advertising directly to the Customer within the expected scope, although the Customer may object at any time via the SOCAR Card Center and/or the swisscharge.ch hotline.

SOCAR and the SOCAR Card Center and swisscharge.ch undertake to apply the Swiss Data Protection Act and, where applicable, the GDPR in the context of the business relationship.

The Customer is obligated

- to inform the SOCAR Card Center and the swisscharge.ch hotline immediately in writing if the name, address or form of the company changes. Until such changes are announced, communications transmitted using the previous information shall be deemed to have been served. In the case of sole proprietorships, the company name is only used as an addition.
- to contact the SOCAR Card Center and the swisscharge.ch hotline if he/she has any questions about the processing of his/her personal data or wishes to object to the processing of the data or to withdraw his/her consent.

A Customer domiciled in the EU also has the right to lodge a complaint with the relevant data protection authority of his/her country of residence.

## 10. Miscellaneous provisions

SOCAR reserves the right to amend these General Terms and Conditions for the Use of the SOCAR Card, adjust the "SOCAR Card List of Terms and Conditions for Private Customers" to changed costs and market conditions, and adjust the amount of any collateral at any time. Changes notified to the Customer in advance shall be deemed to have been approved unless the Customer returns his/her card(s) to SOCAR within one month of the date of notification. Different or additional terms and conditions shall only apply if they are set out in writing. The SOCAR Card Agreement shall be governed by Swiss law. **The ordinary courts of Zurich shall have exclusive jurisdiction over any disputes, and, the Commercial Court of the Canton of Zurich shall have jurisdiction wherever permissible.**

## 11. Severability clause

Should any part of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions hereof.

## 12. Term of the Agreement

The validity of the SOCAR Card Agreement shall commence upon delivery of the SOCAR Card(s) and shall continue for an indefinite period. Either Party may terminate the Agreement in writing at any time and effective immediately. Services not yet invoiced at that time shall be invoiced to the Customer.

SOCAR Energy Switzerland GmbH, Nüscherstrasse 24, Postfach, 8021 Zürich

swisscharge.ch AG, Tellstrasse 4, 9200 Gossau  
info@swisscharge.ch, Tel. +41 71 388 11 50

SOCAR Card Center St.Gallen, St. Leonhardstrasse 39, 9001 St.Gallen  
info@socarcard.ch, Tel. +41 71 220 84 84

Valid from: April 2021