

Terms of Use “EV-SUBSCRIPTION”

1. These terms and conditions apply to the use of UTA Edenred's subscription services (EV-SUBSCRIPTION). When using subscription services, UTA Edenred's General Terms and Conditions of Use apply in addition or analogously (<https://uta.de/agb>).
2. A mandatory requirement for using a subscription service from UTA Edenred is the existence of an active customer relationship with UTA Edenred and (at least) one active UTA eCharge card (**UTA customer**).
3. The terms and conditions of use of the charge point operator must always be observed, in particular regarding proper use.
4. Any fee for a subscription service is not remuneration for a charging process or kilowatt hours purchased.

Agreement for a subscription service

1. If you use or decide to use a subscription service, registration and acceptance will result in an agreement for a subscription service for a specific period of one (1) month (**subscription period**) or as otherwise specified in the agreement or confirmation of the subscription service.
2. If you do not expressly terminate the subscription service agreement via myUTA or another system designated for this purpose before the end of the agreed period, or if no term is specified in the agreement, the agreement shall be deemed to have been concluded for an indefinite period, which you may then terminate at any time, but with effect from midnight on the last day of the subscription period (e.g. start of subscription period 21 January, earliest end date 20 February).
3. During this subscription period, UTA Edenred has the right to automatically charge the monthly recurring fees, and UTA Edenred has the right to terminate the subscription service if you are in default of payment despite a reminder.
4. The subscription services are only provided to UTA customers in the country/countries where UTA Edenred has corresponding acceptance points.
5. All prices charged by UTA Edenred for a subscription service and, where relevant, the services to be provided as part of a subscription service or discounts or prices per kWh are shown in myUTA or another system provided for this purpose, which can be viewed in the UTA eCharge charging tariff list, among other places. UTA Edenred may adjust the prices and the corresponding services or discounts (on the price per kWh) for any of the following reasons:

- ▶ Changes in government regulations or decisions;
 - ▶ Market developments;
 - ▶ Adjustments in connection with margin, price or purchasing risks;
 - ▶ Changes in the cost structure of the product;
 - ▶ Other business considerations that fall within the scope of discretion.
6. If UTA Edenred decides to change your subscription service, we will notify you immediately by electronic means. You will also have the option to cancel your subscription service as described above.

Liability

1. The UTA customer is liable for any damage resulting from the improper or ill-advised use of a charging station or improper or ill-advised charging and indemnifies UTA Edenred against all third-party claims in this regard. The UTA customer also indemnifies UTA Edenred against all third-party claims relating to actions or circumstances for which the UTA customer bears the costs and/or risk. The UTA customer must also take reasonable precautions when using the charging infrastructure (i.e. correct use of cables, appropriate precautions depending on weather conditions, precautions against cable theft, etc.).
2. UTA Edenred shall not be liable for any damage or loss incurred by the UTA customer as a result of the electric vehicle not being able to be charged or not being fully charged, or in connection with the use or operation of a charging station. UTA Edenred shall not be liable if the electric vehicle cannot be charged or cannot be fully charged due to a defect in the electric vehicle and/or the peripheral devices used, such as charging cables. UTA Edenred is not the manufacturer of the charging stations, and you (the UTA customer) acknowledge this.
3. UTA Edenred shall not be liable for defects or irregularities in the charging stations, the unavailability of a charging station, a failure of the charging station(s), a failure or restriction in the power grid, damage to your electric vehicle or damage to your charging cable or charging plug.
4. If there is visible damage to the charging station, the UTA customer must not use the charging station. If the UTA customer uses a malfunctioning charging station with visible defects, damage or irregularities, UTA Edenred cannot be held liable for any damage incurred by the UTA customer because of such use.