

## **Terms of Use for the JOYA App and the Customer Portal**

As at: 1 October 2026

### **1. Subject matter**

These Terms of Use govern the use of the JOYA App, the JOYA Customer Portal and the associated digital functions (hereinafter the “JOYA App” and the “JOYA Customer Portal”, respectively) of JOYA Mobility AG (“JOYA”) by you as a user (“User”).

The applicable contractual terms and General Terms and Conditions apply to charging services, subscriptions, tariffs, electric mobility services and JOYA services in general. In the event of any conflict, the General Terms and Conditions (Public or Private Charging) take precedence with respect to charging services and the contractual relationship, while these Terms of Use take precedence with respect to the use of the JOYA App and the JOYA Customer Portal.

### **2. User account and customer account, registration**

These Terms of Use distinguish between the user account and the customer account. The user account is the personal account of a person using the JOYA App (Driver). The customer account is the account through which the contractual relationship is managed, in particular tariffs and billing. For private customers (B2C), the customer account is also the user account; for business customers (B2B), it is managed via the JOYA Customer Portal. In the JOYA Customer Portal, fleet managers may, for example, create, assign and manage user accounts for pool vehicles or employees.

The use of certain functions of the JOYA App and the JOYA Customer Portal requires the setting up of a user account or customer account.

The User is obliged to provide complete and truthful information at registration and to keep it up to date in the event of changes.

JOYA is entitled to refuse registrations without stating reasons.

### **3. Access credentials and responsibility for the account**

The User is responsible for the secure safekeeping of their access credentials and of all authentication means and must protect them against access by unauthorised persons.

The user account and customer account are personal and may not be transferred or passed on to third parties. Use by members of the same household is permitted where this is provided for the relevant function or service. Customer accounts of business customers (B2B) may be used and managed by persons authorised by them.

All actions, transactions and other operations initiated via the user account, the customer account or authentication means linked to either account are deemed to have been authorised by the User. The User bears responsibility for them to the extent permitted by law.

If there is a suspicion that access credentials or authentication means have become known to unauthorised persons, the User must report this without delay and take appropriate protective measures.

#### **4. Authentication means**

JOYA may make available various authentication means, in particular the JOYA App, RFID cards and further procedures such as AutoCharge, Plug & Charge or comparable technologies.

All operations initiated via authentication means assigned to a user account or customer account, or via vehicles stored in either account, are attributed to the corresponding user account or customer account.

JOYA may at any time extend, change or discontinue the available authentication procedures as well as their scope, functionality and availability.

Further provisions on the offering, use and assignment of authentication means, as well as the consequences of loss, theft or misuse, are governed by the applicable General Terms and Conditions for Public or Private Charging.

#### **5. JOYA Customer Portal**

Via the JOYA Customer Portal, the User can in particular manage their account data, view contract and billing information, manage authentication means and use further functions provided by JOYA.

The User is obliged to treat the access credentials for the JOYA Customer Portal as confidential and to protect them against unauthorised access.

#### **6. Availability**

JOYA endeavours to achieve the highest possible availability of the JOYA App and the JOYA Customer Portal.

Uninterrupted, error-free use available at all times cannot, however, be guaranteed. In particular, maintenance work, technical malfunctions, software errors, cyberattacks, capacity bottlenecks, failures of telecommunications networks or third-party providers, or events outside JOYA's sphere of influence may lead to restrictions, delays or interruptions.

JOYA is entitled at any time to adapt, further develop, restrict or discontinue functions of the JOYA App or the JOYA Customer Portal. JOYA may discontinue support for particular end devices, operating systems or App versions at any time.

## **7. Use of the user account, the JOYA App, the customer account and the JOYA Customer Portal**

For the duration of use, JOYA grants the User a personal, non-exclusive, non-transferable and revocable right to use the JOYA App and the Customer Portal within the scope of these Terms of Use and the further contractual provisions.

The User is obliged to install available updates and new versions of the App promptly. JOYA gives no warranty for the functionality of older versions.

The User may use the user account, the JOYA App, the customer account and the JOYA Customer Portal exclusively within the scope of the intended functions and in accordance with these Terms of Use.

In particular, the User is prohibited from:

- using the JOYA App, the JOYA Customer Portal or other JOYA services for unlawful, abusive or fraudulent purposes;
- circumventing security measures or technical protection measures, or impairing the security, integrity or availability of the systems;
- copying, altering, modifying, reverse engineering, decompiling software components or otherwise attempting to determine their source code, unless this is mandatorily permitted by law;
- using automated access, bots, scraping or comparable technologies;
- infringing rights of JOYA or of third parties.

The User is liable, within the scope of the statutory provisions, for damage caused by breaching these Terms of Use.

## **8. Misuse and blocking**

JOYA is entitled to block user accounts, customer accounts and authentication means temporarily or permanently if:

- there is a breach of these Terms of Use;
- there is a suspicion of misuse, fraud or a security issue;
- incorrect information has been provided;
- the security or integrity of the systems appears to be at risk;
- legitimate interests of JOYA or of third parties so require.

The block may be imposed without prior notice where this appears necessary for reasons of security or misuse, or to safeguard legitimate interests of JOYA.

JOYA is in particular entitled to block user accounts, customer accounts or authentication means and to charge for benefits, discounts or other services obtained without entitlement if there is a breach of these Terms of Use, abusive use or a suspicion of fraud.

Further provisions on the requirements for and consequences of blocking, including blocking without prior notice and charging for benefits obtained without entitlement, are governed by the applicable General Terms and Conditions for Public or Private Charging.

## **9. Intellectual property**

All rights to the JOYA App, the JOYA Customer Portal and the content, trademarks, logos, software, designs, databases, texts, images and other elements contained therein belong to JOYA or to the respective rights holders.

## **10. Exclusion of liability of JOYA**

The JOYA App and the Customer Portal are made available "as is" and "as available" to the extent permitted by law.

JOYA gives no warranty and is not liable for:

- the constant availability of the App or of the Customer Portal;
- the software being free of errors;
- the permanent availability of individual authentication procedures;
- the accuracy, completeness or currency of all content;
- compatibility with particular end devices, operating systems or software versions;
- the availability at all times of functions or of interfaces to third-party providers;
- the availability of app stores, mobile networks, internet connections or the User's end devices.

To the extent permitted by law, JOYA is liable exclusively for damage caused by intentional or grossly negligent conduct on the part of JOYA or its auxiliary persons. Any further liability is excluded to the extent permitted by law, in particular for:

- indirect and consequential damage;
- lost profit;
- loss of revenue, loss of use or data loss;
- damage due to system interruptions or technical malfunctions;
- damage resulting from unauthorised use of user accounts or customer accounts;
- damage caused by third parties or third-party providers.

JOYA is not liable for delays, restrictions or failures attributable to events of force majeure.

Mandatory statutory liability provisions, in particular liability for personal injury and under product liability legislation, remain reserved in all cases.

## **11. Data protection**

Personal data is processed in accordance with JOYA's privacy policy as applicable from time to time.

## **12. Changes**

JOYA may adapt these Terms of Use at any time, in particular due to technical developments, new functions, changed statutory requirements or the further development of the services offered. Material changes will be communicated to Users in an appropriate manner.

## **13. Termination of the user account**

The User may delete their user account at any time via the functions provided or by notifying JOYA. JOYA may block or delete user accounts where there are objective reasons for doing so, in particular in the event of misuse, security incidents or breaches of these Terms of Use.

The details and requirements for carrying out the deletion and the block are governed by the applicable contractual terms and general terms and conditions.

Statutory or regulatory retention obligations remain reserved.

## **14. Final provisions**

Should individual provisions of these Terms of Use be invalid or unenforceable in whole or in part, the validity of the remaining provisions remains unaffected.

## **15. Applicable law and place of jurisdiction**

Swiss substantive law applies exclusively, to the exclusion of conflict-of-law rules and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction is the City of Zurich.

The above choice-of-law and jurisdiction clause does not apply if and to the extent that the User, as a consumer, can mandatorily invoke the application of another law and/or the jurisdiction of another court.

## **16. Governing language**

These Terms of Use were drawn up in German. Translations are provided for ease of understanding only. Only the German version is legally binding.