

General Terms and Conditions Public Charging

As at: 1 October 2026

1. Scope of application

These General Terms and Conditions ("**GTC**") govern the use of the public charging services for electric vehicles offered by JOYA Mobility AG ("**JOYA**") and of the services connected therewith ("**Public Charging Services**") by customers of the Public Charging Services ("**Customer**").

The Public Charging Services include in particular the use of public charging stations, charging services, roaming services, customer accounts, authentication means, tariffs and charging subscriptions, the app and the customer portal, as well as any other Public Charging Services offered by JOYA.

The respective terms of use apply in addition to the use of the JOYA app and the customer portal.

The GTC Public Charging apply in the version applicable pursuant to section 18 (Changes to services and GTC). Any general terms and conditions of the Customer are excluded.

2. Conclusion of contract

By registering a customer account, activating a tariff model, using an authentication means, starting a charging session or otherwise making use of a Public Charging Service offered by JOYA, the Customer accepts these GTC.

In the case of ad hoc charging sessions, the contract is concluded upon the start of the respective charging session. In the case of registered Customers, the contract is concluded at the latest upon successful registration of a customer account. Upon activation of a chargeable tariff model, a corresponding contractual relationship for the selected tariff model is additionally concluded.

3. Customer account

The customer account is the account through which the contractual relationship with JOYA is managed, in particular tariffs and billing. For private customers (B2C), the customer account is managed through the personal user account in the JOYA App; for business customers (B2B), it is managed through the customer portal. The relevant terms and the use of the JOYA App and customer portal are described in more detail in the Terms of Use.

Certain services require a personal customer account.

When registering for a customer account, the Customer undertakes: i) to provide complete and correct information; ii) to keep their information up to date; and iii) to keep their access credentials confidential, not to pass them on to third parties and to store them protected against unauthorised access by third parties.

JOYA is entitled to refuse to open a customer account without stating reasons.

The customer account is personal, intended for use by the Customer and members of the Customer's household, and may not be handed over or transferred to third parties. JOYA may limit the number of charging sessions running simultaneously per customer account and verify compliance with these usage limits. As a rule, only one customer account per person is permitted. In the case of multiple registrations, JOYA is entitled to merge accounts, block accounts and/or subsequently charge for benefits obtained more than once. In the case of business customers (B2B), multiple user accounts may be assigned to one customer account, depending on the contractual arrangement.

The Customer shall record changes to the information provided at registration (e.g. name, email address, means of payment) in the customer account within ten working days. Notifications from JOYA to the email address most recently stored are deemed to have been validly delivered.

To the extent permitted by law, the Customer is responsible and liable for all transactions effected and services obtained via their customer account, irrespective of who used the account. In the case of business customers (B2B), the company is the contracting party and is liable for all charging sessions billed via its customer account.

4. Authentication means

JOYA may offer different authentication means at the applicable prices, in particular: i) the JOYA app; ii) RFID charging cards; iii) charging chips; iv) AutoCharge; v) Plug & Charge; vi) other technical authentication procedures.

These enable the Customer to identify themselves for the Public Charging Services at the charging stations and to activate and pay for charging sessions.

JOYA may add to, change or discontinue authentication means at any time, or limit the number of authentication means available per customer account.

All charging sessions initiated via authentication means assigned to a customer account or via vehicles stored in it are deemed to have been authorised by the Customer.

The Customer shall report the loss, theft or misuse of an authentication means to JOYA without delay and shall block or delete the authentication means in the app or in the customer portal. Until the authentication means is deleted or blocked by the Customer, JOYA declines any liability for the misuse of a lost or stolen authentication means.

JOYA replaces defective authentication means free of charge, provided the defect is not attributable to the Customer. The replacement of authentication means that have been lost, stolen or damaged by the Customer is at the Customer's expense.

5. Charging services and roaming

JOYA offers its Customers access to charging stations at publicly accessible locations where they can charge their electric vehicles with electricity. For this purpose, JOYA provides a tool in the app with which the Customer can view in real time the locations and availability of the charging stations in the JOYA network and in the networks of JOYA's roaming partners.

The JOYA network serves exclusively to supply electricity to electric vehicles. Under no circumstances is the Customer entitled to resell the energy made available via the charging infrastructure of the JOYA network.

To start the charging session, the Customer shall follow the information provided at the respective charging point. The charging session can be started by means of an RFID badge or a credit card (physical or online). Before the charging session starts, the applicable prices and the available means of payment are displayed. The range of functions and services for non-registered customers may be limited compared with that for registered customers.

The charging speed at JOYA charging stations may be influenced by various factors, including weather conditions, the condition and temperature of the vehicle battery, and the power made available by the local grid operator. The maximum possible charging capacity is indicated at each charging station. This value represents the peak value and does not reflect the average charging speed over the entire charging session.

JOYA enables Customers to access charging stations within the JOYA network as well as charging stations of roaming partners. JOYA is entitled at any time to add new roaming partners (both roaming in and roaming out) or to exclude existing ones. If the Customer uses a JOYA authentication means at a charging station of a roaming partner, JOYA remains the Customer's contractual partner for the charging session and its billing. If a customer of another mobility provider uses a JOYA charging station with that provider's authentication means, the contractual and billing relationship is governed by the terms of the relevant mobility provider. Availability, operating condition, charging capacity, charging speed, access options and other technical characteristics of the respective charging infrastructure fall within the responsibility of the respective operator.

For charging stations in the roaming network, JOYA endeavours to provide up-to-date information on availability, prices and locations, but gives no warranty in this respect and, to the extent permitted by law, declines any liability.

6. Availability and restrictions/interruptions

JOYA endeavours to achieve the highest possible availability of its Public Charging Services. Availability of the charging stations, the charging network, the app and the other Public Charging Services at all times is not guaranteed. Restrictions may arise in particular from:

- operational interruptions such as system failures, error corrections and maintenance and update work;
- telecommunications failures and interruptions of the telecommunications lines or the internet connection between the charging station and the servers of JOYA or those of its service providers;
- overload or underload in the electricity supply grid as well as power outages;
- failures at third-party providers or roaming partners;
- cyberattacks;
- force majeure, extraordinary events and natural events;
- judicial or official orders;
- in all other cases in which this is strictly necessary.

JOYA gives no warranty for a particular charging capacity, charging speed or availability of individual charging locations. JOYA may change the charging capacity at a location at any time.

Temporary restrictions or interruptions of the Public Charging Services do not, as a rule, entitle the Customer to a reduction of periodic fees or to reclaim fees already paid.

7. Tariff models, Subscriptions and Recurring Charges

JOYA may offer different free and chargeable tariff models, memberships, subscriptions or other recurring pricing and service models.

The tariff models available at any given time, as well as their scope of services, tariff prices, discounts, fees, eligibility requirements and other conditions, are set out in the offer and product information published at the relevant time in the JOYA app, in the customer account or on the JOYA website.

JOYA is entitled to amend existing tariff models, to introduce new tariff models, and to combine or discontinue existing tariff models as well as adjust tariff prices, discounts, tariff components, subscription fees and related service components at any time.

Material price changes will be communicated to the Customer by email, through a message in the customer portal or the JOYA App, or by any other appropriate means. The Customer has the right to terminate the contract with effect from the date on which the changes enter into force or to switch to a free tariff plan. If the Customer does not do so, the Customer is deemed to have accepted the price changes.

The Customer may request a change of tariff model at any time. The timing and effective date of the tariff model change are governed by the conditions applicable to the tariff concerned and by the information displayed in the JOYA app or in the customer account. Unless otherwise specified, the following applies: a change to a higher-value tariff generally takes effect immediately. A change to a lower tariff takes effect on the next invoicing date. Term, automatic renewal and termination of the tariff models are governed by section 16 (Contract term and termination).

8. Charging Prices

The prices displayed in the JOYA app, in the ad hoc payment process or at the charging station at the time of the respective charging session are decisive. Prices may vary from station to station. The usage price includes both the energy and the use of the charging infrastructure. Before a charging session starts, the Customer is shown the applicable prices – in particular the price per kilowatt-hour including VAT as well as any starting, idle or reservation fees – and the available payment methods.

The prices for the use of the JOYA network are set by JOYA. These prices may consist of a fixed base price for access to the network and/or a variable price depending on the use of the JOYA network and of the roaming partner networks. Prices may vary depending on the charging station, operator, location, timing of the charging session and other pricing-related factors. Prices at roaming locations may differ from prices in the JOYA network. When using

a charging card issued by a roaming partner (charging card provider), the prices of the respective roaming partner shall apply. JOYA has no influence on the end-customer prices of the roaming partners. Additional roaming fees may apply when using charging stations within a roaming partner network.

9. Payment and billing

The use of the Public Charging Services generally requires a valid means of payment. The Customer may use the JOYA charging station either by using a charging card, the JOYA app or an app of a roaming partner, or by paying directly by credit card (ad hoc).

Billing takes place at the price valid at the time the charging session starts and is due immediately upon completion of the charging session. The price is debited directly from the means of payment or, if a different agreement is in place, invoiced to the Customer. A charging session is deemed completed when the Customer voluntarily interrupts it, an error occurs or the amount of the previous payment authorisation is exceeded.

JOYA may reserve an amount on the means of payment before a charging session begins (pre-authorisation). The pre-authorisation does not constitute a definitive debit. The amount initially authorised is merely reserved to ensure that the funds required for the charging session are available. Upon completion of the charging session, the amount corresponding to the actual consumption is charged and the reservation is released. Depending on the card provider, the reservation may remain in place for up to several days after the charging session has ended.

Existing credit balances are applied before the means of payment is debited.

Roaming charging sessions may be transmitted with a delay. The debit or invoicing may therefore take place correspondingly later.

If an amount cannot be successfully debited, the claim remains in place. JOYA is entitled to collect or invoice outstanding amounts again and to charge a reasonable processing fee for this. In the case of outstanding claims, JOYA may in particular: i) block charging services; ii) block customer accounts; iii) block authentication means; iv) invoice all necessary or appropriate additional costs for reminders or collection attempts; v) suspend tariff benefits.

Upon expiry of a payment deadline, the Customer is in default without further notice. The Customer owes default interest of 5% p.a.

10. Vouchers and credit balances

Separate conditions may apply to vouchers, promotions and credit balances. These take precedence over these GTC.

Unless conditions to the contrary exist: i) there is no cash payout; ii) no interest is paid; iii) there is no entitlement to a refund; iv) vouchers and credit balances are not transferable; v) resale is excluded; vi) they can be redeemed only once per customer account.

Redeeming a voucher or a credit balance requires a stored means of payment. A credit balance can be used only within the offer provided for this purpose.

11. Customer obligations and prevention of misuse

When using the Public Charging Services, the Customer shall fulfil the following obligations:

- **Approved vehicles and components:** Only rechargeable electric or hybrid vehicles approved for road traffic may be connected. The vehicle and the components (charging cables, plugs, etc.) must comply with all applicable statutory provisions and be in a ready-to-use, safe and properly maintained condition.
- **Correct connection and handling of the cable:** The Customer shall connect their vehicle using the appropriate connection conforming to the technical specifications and shall observe the manufacturer's specifications regarding duration and maximum charging capacity. After the charging session, the cable must be put back correctly and stowed in the compartment provided.
- **No manipulation:** The Customer may neither manipulate nor modify the charging station or other installations.
- **Safety and warning notices:** The Customer shall take all measures necessary for their own safety, that of third parties and the protection of their vehicle. All warning notices and alarms displayed at the charging station, in the app or in the customer portal must be observed. In the event of warning messages or malfunctions, the Customer shall – provided this is not dangerous – immediately disconnect the vehicle from the charging station and contact support (hotline or support service at the station).
- **Parking and charging bays:** Parking is permitted only in marked, available charging bays, and these may be used exclusively for charging; parking without an ongoing charging session is prohibited. The parking rules applicable at the charging location must be observed and any parking fees must be paid.
- **Loss, theft or misuse:** The loss, theft or misuse of an authentication means (e.g. JOYA RFID badge) must be reported to JOYA without delay, and access, respectively the authentication means, must be blocked in the JOYA app. Charging sessions occurring before the block are at the Customer's expense; there is no entitlement to a refund or compensation. The Customer bears the costs of replacement and restoration of the customer account.

The Customer may use the services offered only for their intended purpose and not unlawfully or otherwise abusively. The following are prohibited in particular: i) passing on authentication means for misuse (in particular sharing accounts outside one's own household); ii) circumventing tariff structures; iii) fraudulent acts; iv) manipulation of technical systems; v) use under a false identity; vi) resale of the electricity obtained; vii) other unlawful uses.

The Customer is liable to JOYA and to the owner of the charging station for damage caused to the charging station or its surroundings in breach of these obligations.

In the event of non-compliance with these obligations or of a suspicion of misuse or fraud, JOYA is entitled at any time, without prior notice: i) to block customer accounts; ii) to block authentication means; iii) to terminate ongoing charging sessions; iv) to withdraw tariff benefits; v) to subsequently charge for benefits obtained without entitlement; vi) to terminate contracts extraordinarily.

12. Blocking of the customer account, of authentication means, of charging services and of Public Charging Services

JOYA may at any time block the customer account, the authentication means and/or the possibility of charging in general without prior notice and exclude the Customer from using the Public Charging Services it provides if the Customer (i) seriously breaches the provisions of these GTC (in particular the safety rules) or other contractual agreements, (ii) otherwise acts in breach of good faith or unlawfully, (iii) where the block is in the presumed interest of the Customer, e.g. in the event of misuse by third parties, (iv) where no valid means of payment is stored and/or (v) is in default of payment.

In the event of a block, the Customer has no entitlement to a refund of remuneration or other payments already made. JOYA may invoice reasonable expenses for handling a block for which the Customer is responsible. The agreed remuneration or outstanding claims remain owed by the Customer.

13. Fair use

JOYA's tariffs and offers are aimed at the respective intended user group.

JOYA is entitled to adjust tariffs and prices or to take other appropriate measures if: i) usage deviates significantly from the typical user behaviour for the respective offer; ii) the offer is used abusively or contrary to its purpose; iii) the usage manifestly contradicts the economic basis of the respective offer or the tariff structure is circumvented; iv) in all other cases agreed contractually or provided for by law.

Before taking measures, JOYA will generally contact the Customer, provided this appears appropriate in the circumstances.

14. Liability

JOYA is liable, for itself and for its auxiliary persons, exclusively for damage caused intentionally or through gross negligence. Mandatory statutory liability provisions, mandatory liability for personal injury and product liability remain reserved.

To the extent permitted by law, any further liability is excluded.

In particular, JOYA is not liable for indirect and consequential damage, lost profit, data loss, failures of charging infrastructure, acts or omissions of roaming partners, restrictions of telecommunications services, restrictions of the electricity supply, or technical malfunctions at third-party providers.

JOYA is not liable for damage resulting from the abusive use of authentication means or customer accounts, unless caused by JOYA.

15. Data protection

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

16. Contract term and termination

Unless otherwise agreed, contractual relationships between JOYA and the Customer concerning Public Charging Services are concluded for an indefinite period and may be terminated by either party subject to one month's notice.

Chargeable tariff models and subscriptions are concluded for a fixed term (e.g. monthly or annually, depending on the model selected). They are automatically renewed for a further term of the same duration unless terminated before the end of the current term. The Customer may terminate at any time; the termination takes effect at the end of the current term (for monthly models on the next invoicing date, for annual models at the end of the contract year). Fees already paid for the current term are not refunded.

If no timely termination takes place, the tariff model continues on the conditions applicable at the time, and the service is invoiced again for the new term.

Either party may terminate contracts for Public Charging Services at any time without notice for good cause. Good cause includes in particular a continued or serious breach of contract, misuse or fraud, default of payment, or a breach of the safety rules.

17. Account deletion

The Customer may request the deletion of their customer account at any time.

Deletion generally takes place 14 days after receipt of the deletion request, provided that:

- i) no charging session is in progress;
- ii) no chargeable tariff is active; and
- iii) there are no outstanding claims.

If a chargeable tariff or contract is running at the time of the deletion request, or if outstanding claims exist, the deletion request simultaneously constitutes an ordinary termination as at the next possible date pursuant to section 16. JOYA suspends the deletion until the contract has ended and all outstanding amounts have been settled in full, and then carries it out. Until the deletion is carried out, JOYA may block the account for further charging sessions.

The deletion request may be withdrawn within this period (e.g. by logging in to the customer account or by starting a charging session with an authentication means that is still active).

Deletion terminates the customer relationship. Outstanding claims remain owed.

Outstanding credit balances are not transferable, do not bear interest and are not paid out. Upon the effective deletion of the customer account, respectively the termination of the legal relationship for Public Charging Services, existing credit balances lapse without compensation.

Statutory retention obligations and the processing of data for the prevention of misuse and the enforcement of claims remain reserved.

18. Changes to Services and GTC

JOYA may amend its services, products or these GTC at any time. The current version of the GTC is always available on JOYA's Website.

Material changes to the services, products or these GTC will be communicated to the Customer in advance by email, through a message in the customer portal or the JOYA App, or by any other appropriate means. The Customer has the right to terminate the contract with effect from the date on which the changes enter into force. If the Customer does not do so, the Customer is deemed to have accepted the changes.

19. Final provisions

Should individual provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions remains unaffected.

The Customer may not transfer their rights and obligations under this contract to a third party without JOYA's consent. JOYA is entitled to transfer the contract or individual rights and obligations arising from it to an affiliated group company; the Customer will be informed of this in an appropriate manner.

20. 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 Customer, as a consumer, can mandatorily invoke the application of another law and/or the jurisdiction of another court.

21. Governing language

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