

## **Terms of Use for the free functions of the Charge&Fuel App**

### **1. Scope**

#### **1.1. These Terms of Use apply to the free use of the Charge&Fuel App.**

- 1.2. You (the "**User**") agree to these Terms of Use by giving the command to download the Charge&Fuel App in the App Store. The User can access the Terms of Use at any time in the Charge&Fuel App, under "Legal".
- 1.3. The Charge&Fuel App is offered by LogPay Transport Services GmbH, Schwalbacher Straße 72, 65760 Eschborn, Germany ("LogPay").
- 1.4. If you have concluded a contract for the Charge&Fuel Card with LogPay and log in with your user name, the contract for the Charge&Fuel Card applies in addition to these Terms of Use.

### **2. Subject matter of the contract**

- 2.1. With the Station Finder, the User can search for gas and electric vehicle charging stations free of charge and without registering. In the Station Finder, LogPay provides information on location (as static information) and use (such as availability, as dynamic information) for this purpose.
- 2.2. The Station Finder is provided without any guarantee of availability, timeliness, completeness or accuracy. Regardless of the foregoing, LogPay performs spot checks of the information to ensure that it is up to date and performs quality checks to improve its service on an ongoing basis.
- 2.3. Whether the information is current depends on various factors, including the reception and transmission range of the mobile radio stations provided by the relevant acceptance site, and may be adversely affected by atmospheric conditions, topographic circumstances, the vehicle's position, and obstacles (such as bridges and buildings).
- 2.4. If you would like to use the functions Mobile Fueling or Electric Charging, you must conclude a contract for the Charge&Fuel Card with LogPay and log in with your user name.
- 2.5. The User is not entitled to the Charge&Fuel App offering functions that are free or may be used without registering, e.g. the Station Finder. LogPay is entitled to modify, remove altogether or in part, or change such functions, e.g., the Station Finder, at any time, or to add further functions to the Station Finder or to the Charge&Fuel App.
- 2.6. Insofar as the User provides LogPay with personal data, LogPay processes them exclusively in order to provide the User with the functions of the Station Finder or to satisfy legal requirements imposed upon LogPay. LogPay does not process personal data of the User for any other purpose.

### **3. Liability**

LogPay will be liable only for intent and gross negligence as well as for damages resulting from injury to life, limb, or health.

### **4. Copyrights, database rights and other IPR**

- 4.1. All rights to the App and all of its components rest with LogPay and its licensors. This includes, but is not limited to, trademarks, copyrights, and rights to databases.
- 4.2. The User may use the Charge&Fuel App and the information displayed via the Charge&Fuel App only for the purpose of obtaining information about gas stations and electric vehicle charging stations for their own needs. In particular, it is prohibited to use the information provided via the Charge&Fuel App for any other purpose or to reproduce, distribute or publicly release it.

### **5. Amendments**

LogPay reserves the right to amend these Terms of Use at any time. Amendments will be announced to the User with reasonable notice. If the User does not agree to the amendments, the User will no longer be able to use any functions of the Charge&Fuel App that are free of charge and can be used without registering.

**6. Place of jurisdiction; applicable law**

6.1. If the User is a merchant, a legal entity under public law, or a public-law special fund, LogPay is permitted to bring a legal action in its general place of jurisdiction, and legal actions against LogPay can only be brought in this place of jurisdiction. Nothing herein shall affect non-waivable statutory provisions concerning exclusive places of jurisdiction.

6.2. The business relationship is subject to German law unless non-waivable statutory provisions dictate otherwise.

**7. Severability**

Should individual provisions of these Terms of Use be invalid or unenforceable, the validity of the remainder hereof shall be unaffected thereby. The invalid or unenforceable provision shall be replaced by the statutory provisions.