

## Special Terms and Conditions for Mobile Fueling

### 1. Scope

- 1.1. These Special Terms and Conditions apply to all product contracts for the purchase of fuel from LogPay partners by the Customer within the scope of their business relationship with LogPay Transport Services GmbH ("**LogPay**") or its foreign subsidiaries, provided that the activation of the fuel pump is carried out by means of the Charge&Fuel App ("**Mobile Fueling**").
- 1.2. These Special Terms and Conditions take precedence over the General Terms and Conditions for the business relationship between the Customer and LogPay ("**GTC**"). The purchase of fuel by the Customer shall also be subject to the "**Special Terms and Conditions for Fuel**," which shall apply *pari passu* to these Special Terms and Conditions. In addition, special terms and conditions may apply to other products.

### 2. Accessing Services

- 2.1. In order to use the services under these Special Terms and Conditions, the Customer must download the Charge&Fuel App from the Apple App Store or Google Play Store and install it on their mobile phone. The Customer can find the current technical requirements for mobile phones in the description in the Apple App Store and Google Play Store.
- 2.2. In addition, the Customer must activate Mobile Fueling in the Charge&Fuel app. Activation requires the user to provide their email address, 19-digit card number (Charge&Fuel Card) and Mobile Payment PIN. The Customer can set login information during the activation process. Only one activation can take place for each Charge&Fuel Card.
- 2.3. The Charge&Fuel App is a LogPay Card within the meaning of section 5.1 of the GTC. The Customer is responsible for ensuring that they have a suitable terminal device for using the Charge&Fuel app, installs it and activates it with the access data provided by LogPay. Without activation, the Charge&Fuel app cannot be used to access services. LogPay is not obligated to always provide the Charge&Fuel App for the latest versions of the operating systems or for versions that have not been the latest version for more than two years.

### 3. Unlocking the Fuel Pump

- 3.1. Fuel pumps that display an error message or are obviously defective or damaged must not be used.
- 3.2. The Customer is required to state the fuel pump number for their fueling session. If the Customer authorizes a fueling session for a fuel pump other than the desired one by entering the incorrect number and third parties obtain services as a result, the Customer is liable for the charges incurred by the third parties. Nothing herein shall affect any claims the Customer may have against third parties.
- 3.3. The Customer is not permitted to leave the fuel pump during the authorization process, i.e. after clicking the "Start Fueling" button, until the process has been automatically canceled or successfully concluded. If the Customer nevertheless leaves the fuel pump and third parties subsequently obtain services, the Customer is liable for this. Nothing herein shall affect any claims the Customer may have against third parties.
- 3.4. If the refueling process cannot be completed for technical reasons despite a functioning mobile phone and Internet connection, the Customer should notify LogPay without undue delay at the following telephone number 0800/0001972 or email address [chargeandfuel@logpay-ts.de](mailto:chargeandfuel@logpay-ts.de) and coordinate the further procedure with LogPay.
- 3.5. When the fueling process is concluded, the fuel pump number, the selected product, the amount filled (in liters), the price per liter, and the total price in euros are displayed for the Customer again.
- 3.6. The Customer is required to release the fuel pump as soon as the fueling process is concluded.

#### **4. Prices and Charges**

- 4.1. Use of the Charge&Fuel app and its functions (in particular activation of fuel pumps and transaction overview) is free of charge.
- 4.2. Prices and charges for the purchase of fuel are subject to section 6 of the GTC.
- 4.3. The transaction overview shows the Customer the purchases they have made in the past 6 months using the Charge&Fuel app. The display of the individual transaction is delayed, depending on the delivery of the required data by the respective LogPay partner.

#### **5. Liability**

- 5.1. LogPay is liable with regard to the Charge&Fuel App and its functions only for intent and gross negligence as well as for damages resulting from injury to life, body or health.
- 5.2. In all other respects the liability of LogPay is governed by section 13 of the GTC mutatis mutandis.
- 5.3. LogPay is not the operator of the fuel pumps. It is pointed out that in case of interruption or irregularities before, during and after the refueling process, as far as they are consequences of a malfunction of the fuel pump, there may be claims against the LogPay Partner. In this case, Customer may demand from LogPay the assignment of any claims to which LogPay may be entitled against the LogPay Partner or third parties with regard to any damage suffered by Customer. Nothing herein shall affect any statutory claims by the Customer against LogPay or third parties.
- 5.4. If the Customer has provided access data to employees or other authorized persons, the Customer must ensure, when collecting the Charge&Fuel Cards of these persons, that the persons delete the access data on their business and personal mobile phones. Please note that merely confiscating the Charge&Fuel Card is not sufficient to deactivate Mobile Fueling. Until the access data is deleted from the mobile phone of the persons concerned, the Customer shall be liable for misuse.

#### **6. Term and Termination**

- 6.1. Both the Customer and LogPay can terminate the Product Agreement at any time upon one month's notice, effective as of the end of a billing period. If LogPay gives notice of termination, it shall take the Customer's legitimate interests and concerns into account appropriately, and in particular must not give notice of termination at an inconvenient time. In addition, the provisions of sections 14.2 to 14.4 of the GTC shall also apply mutatis mutandis to the Product Agreement.
- 6.2. The Customer can delete the app from their mobile device at any time. During the term of the Product Agreement, the login created for this purpose for the use of the Charge&Fuel app remains unaffected by this and can continue to be used after a new installation of the app on a mobile device suitable for this purpose.
- 6.3. The Customer may delete the login created by them for the use of the Charge&Fuel App at any time by sending an email to apps@logpay.de or in the account settings of the Charge&Fuel App. If the Customer wishes to use the Charge&Fuel app again at a later date on a mobile device suitable for this purpose, reactivation is required. After registration, the Customer can log in with their e-mail address and the password they have chosen.