

General Terms and Conditions for the Use of the volenergy WIR fuel card

These General Terms and Conditions (hereinafter referred to as GTC) apply to the volenergy WIR fuel card and govern the legal relationship between the card-issuing company (volenergy AG, Spittelweg 1, 5034 Suhr, email: hello@volenergy.com, phone +41 (0)848 848 490; hereinafter referred to as "volenergy") and the cardholder.

1. Within the scope of these GTC and subject to volenergy having checked and accepted the cardholder's application, the cardholder is entitled to use the volenergy WIR fuel card and any additional cards to purchase fuel at the petrol stations designated by volenergy. The volenergy WIR fuel card allows cardholders to pay part of their monthly fuel invoice with WIR.
2. volenergy expressly reserves the right to obtain information from government offices, external credit rating agencies or other institutions suitable for determining creditworthiness for the purpose of assessing the card application and for processing the contract. volenergy also reserves the right to reject card applications without stating reasons, to block or demand the return of cards issued that are the property of volenergy at any time and to terminate the contractual relationship with immediate effect, subject to settlement of the final balance, in particular in the event of non-compliance with the contractual provisions by the cardholder.

As a basic principle, volenergy WIR fuel cards are issued only to natural persons and legal entities who are resident or have their registered office in Switzerland.

For business customers, volenergy may demand a security deposit depending on the outcome of the credit check and commercial register check. The volenergy WIR fuel card allows private customers to purchase fuel for a maximum of CHF 800 per month and card. volenergy can set daily limits and allow a higher limit per month and card in individual cases.

3. Each point of acceptance provides the goods and services purchased to its contractual partner who is identified by presenting the volenergy WIR fuel card; this contractual partner then provides the services to each further contractual partner in its own name and for its own account. All service providers in the chain provide their goods and services in their own name and for their own account and bear the warranty obligation as well as the del credere and collection risk towards their respective goods and services recipient (so-called chain transaction).
4. Each time the cardholder purchases goods and services using a volenergy WIR fuel card, the point of acceptance provides the cardholder with a delivery note (which does not show Swiss VAT). The cardholder is only entitled to a VAT-compliant invoice from volenergy.
5. The cardholder receives a PIN for each volenergy WIR fuel card. The PIN must always be kept separate from the volenergy WIR fuel card and must be kept secret by the cardholder. The cardholder is responsible for all fuel purchases made using the PIN and their volenergy WIR fuel card and is obliged to pay for these purchases even if the volenergy WIR fuel card was previously lost or stolen. Lost or stolen volenergy WIR fuel cards must be reported to volenergy immediately. A notification of loss communicated by telephone must be confirmed in writing without delay.
6. The cardholder undertakes to pay the monthly invoices by the deadline indicated on the invoice. Invoices are sent exclusively by email in PDF format to the email address provided by the cardholder. Invoices are currently sent by email free of charge, but volenergy expressly reserves the right to introduce an administration fee at any time (see Section 15 on changes to the General Terms and Conditions). The volenergy WIR cardholder may pay a maximum of CHF 0.20 per litre with WIR. The remaining amount must be transferred in CHF with a separate deposit slip. If the cardholder is in default, WIR payment is no longer possible and the entire

invoice amount in CHF becomes due for payment. volenergy can increase or decrease the maximum rate payable in WIR from CHF 0.20/litre at any time. Any adjustment to the maximum rate payable in WIR will be communicated to the cardholder in writing by email 30 days before the change takes effect.

7. Use of a volenergy WIR fuel card requires the cardholder to hold an account at WIR Bank. The share of the WIR payment in the total amount of the invoice is only shown on the monthly invoice, not on the receipt from the petrol station machine. Conversion of a volenergy WIR fuel card into a normal volenergy fuel card (without a WIR share) requires a written application (by email) from the cardholder to volenergy. No additional discounts or reductions are granted for payment with the volenergy WIR fuel card.
8. The WIR scheme can be terminated by volenergy without stating reasons. The cardholder will be notified of this by email 30 days before the business relationship ends. If the business relationship is terminated, any WIR credit balance, i.e. an overpayment by the cardholder, will be transferred back to the bank account from which the previous transfer was made within 30 days.
9. If the cardholder fails to fulfil their obligations under the contract with volenergy or if a credit check carried out in the meantime yields negative results, volenergy reserves the right to temporarily or permanently block the volenergy WIR fuel card or to terminate the contractual relationship with immediate effect. All costs and expenses incurred by volenergy as a result of the default in payment (in particular reminder and collection costs, default interest) will be charged additionally to the cardholder. With the third reminder, the customer will be charged an additional CHF 10 per reminder as reminder fees. If the cardholder does not use their volenergy WIR fuel card for a long period, volenergy reserves the right to block the card due to inactivity. volenergy can commission third parties to collect due claims or can assign the claims to third parties.
10. The cardholder must notify volenergy immediately in writing of any changes of name or address. Correspondence from volenergy to the last address provided by the cardholder is deemed to have been duly delivered. If an address provided by the cardholder cannot be verified by volenergy, volenergy reserves the right to request an official proof of residence from the cardholder. Any costs incurred for address research due to the cardholder's failure to comply with this provision will be charged to the cardholder.
11. Damaged, lost or stolen volenergy WIR fuel cards will be replaced for a fee of CHF 10.
12. The cardholder has the right to request the deletion of the data stored about them at any time. However, this is only possible if the cardholder terminates the contractual relationship pursuant to Section 16. In this case, the data that is no longer necessary for the purposes for which it was collected or that no longer needs to be stored for legal reasons will be deleted when the contractual relationship ends.
13. By signing the card application, the cardholder consents to the use of their personal data, such as first name, surname, age, gender, residential address, email address, telephone number and transaction data, for marketing and advertising measures and, in particular, the evaluation of their data for personalised advertising and for information about special activities (such as competitions and prize draws). The cardholder may revoke their consent to receive advertising at any time by electronic means, by telephone or by post.
14. volenergy, as the data controller, processes the personal data collected in connection with the volenergy card, in particular first name and surname, address, date of birth, nationality, residence permit status, occupation,

telephone number, email address, etc., in compliance with the Federal Act on Data Protection (FADP) and, where applicable, the European General Data Protection Regulation (GDPR).

volenergy processes this personal data exclusively for the purpose of processing the card application and for managing and evaluating the customer and card relationship and the transaction data pertaining to the volenergy card. volenergy is entitled at any time to request this personal data or other information required for this purpose (e.g. on solvency/credit information, any adult protection measures, etc.) from cardholders, debt enforcement agencies, residents' registration offices, child and adult protection authorities, credit reference agencies (including the Central Office for Credit Information), etc.

Within the context of specific card schemes chosen by the cardholder, volenergy can also make the data required for the implementation of these schemes available to third parties. volenergy ensures that the recipients of the data are bound by corresponding confidentiality and data protection obligations. By signing the card application, the cardholder expressly agrees that volenergy and third parties commissioned by it may use the cardholder's personal data, in particular their postal address, email address and telephone number, to collect and evaluate information on purchases and transactions for the purpose of advertising, as well as market and opinion research for its own and other products. This can also include shopping basket analyses that reflect consumer behaviour and personal profiles. The personal data collected in this process will be treated in strict confidence. The legal basis for this data processing is the cardholder's consent. The cardholder has the right to object to this additional use and transmission of their personal data to volenergy at any time and to revoke their consent. If the cardholder wishes to revoke their consent, they can notify volenergy by sending an email to hello@volenergy.com or writing to volenergy AG, Data Protection Officer, Spittelweg 1, CH-5034 Suhr.

The cardholder hereby expressly consents to volenergy commissioning third parties in Switzerland and abroad to process the card application and to process and evaluate the customer and card relationship and the transaction data in accordance with the applicable data protection provisions and to disclose the cardholder's personal data to such third parties for these purposes. It shall be ensured through the terms of their contracts that the commissioned third parties process the data in compliance with the relevant data protection provisions and exclusively for the same processing purposes as volenergy, which it has communicated to the cardholder in this section. However, if the third party is based outside the European Union (EU) or the European Free Trade Association (EFTA), volenergy will only transfer the cardholder's personal data if an adequate level of data protection is ensured, for example by means of EU standard contractual clauses or standard data protection clauses that the Federal Data Protection and Information Commissioner (FDPIC) has approved, issued or recognised in advance. The cardholder furthermore accepts that personal data relating to transactions in Switzerland is also transmitted to volenergy via the worldwide card networks.

The cardholder has the right to information, correction, erasure, restriction of data processing, objection to data processing and data surrender or transfer within the scope of the data protection law applicable to the cardholder and to the extent provided therein. Furthermore, if data processing is based on consent, the cardholder can revoke this consent at any time with effect for the future. The lawfulness of the processing carried out on the basis of the consent up to the revocation remains unaffected by this. These rights can be asserted by sending an email to hello@volenergy.com or by writing to volenergy AG, Data Protection Officer, Spittelweg 1, CH-5034 Suhr. As long as the cardholder is in possession of the volenergy card and the corresponding contractual relationship exists, a request for erasure can only refer to personal data that is not required for the processing of transactions. Otherwise, the cardholder must cancel the volenergy card. In any case, a request for erasure must be made in writing. Personal data will otherwise only be erased once it is no longer required to fulfil the purpose

for which it was collected. Every data subject also has the right to enforce their claims in court or to file a complaint with the competent data protection authority. The competent data protection authority in Switzerland is the Federal Data Protection and Information Commissioner (<http://www.edoeb.admin.ch>).

15. volenergy reserves the right to amend and supplement the GTC at any time. Amendments and additions to the GTC (including any adjustment of the administration fees) will be published at www.volenergy.com and/or communicated to the cardholder by other suitable means. They are deemed to have been accepted if the cardholder does not object to volenergy in writing within 30 days of the invoice date, returning the card at the same time, or if the cardholder continues to use the card after receiving the amendments and additions. If the cardholder objects within the time limit, the contractual relationship between volenergy and the cardholder shall end with immediate effect, subject to the resolution of any existing claims arising from or in connection with card use to date. The card becomes invalid upon receipt of the objection by volenergy.
16. Both the cardholder and volenergy may terminate this agreement at any time by registered letter. In this case, the cardholder is obliged to return the volenergy fuel card immediately to volenergy AG, Card Service, Chemin Mettlen 9b, CH-2500 Biel/Bienne 6 or to cut it up and dispose of it.
17. By signing the card application, the cardholder indicates their agreement to the terms and conditions.
18. The contract between the cardholder and volenergy is subject to Swiss law. Suhr is the place of jurisdiction, subject to mandatory legal provisions.

Suhr, 1 December 2024