

General Terms and Conditions for EV-Charging Station Operators

for using the services provided by KELAG (Kärntner Elektrizitäts-Aktiengesellschaft) within the framework of the "EV-Charging Station Finder" (E-Tankstellen-Finder)

Version date: 07/25/2011

1. Scope

1.1. These Terms and Conditions form the basis for using the service provided by KELAG-Kärntner Elektrizitäts-Aktiengesellschaft (hereinafter referred to as "KELAG") and made available on the websites listed in the appendix (in particular the registration pursuant to section 2.2). This service will hereinafter be referred to as "EV-Charging Station Finder." These General Terms and Conditions regulate the use of the EV-Charging Station Finder by charging station operators (hereinafter referred to as "users"). The user accepts to only use the EV-Charging Station Finder on the basis of these General Terms and Conditions.

1.2. KELAG reserves the right to make changes to the General Terms and Conditions. **In case changes are made, KELAG will make the new version of the General Terms and Conditions available on the websites listed in the appendix.**

Changes to the General Terms and Conditions will become effective after the user's express consent, however no later than 4 weeks after the changes were made public.

2. Scope of Service

2.1. Using the EV-Charging Station Finder

These Terms and Conditions regulate the conditions of use of the EV-Charging Station Finder by the user but do not create any obligation for KELAG to make the EV-Charging Station Finder available. EV-Charging Station Finder is a free service that conveniently lists all electric charging stations and facilitates the process of finding the appropriate charging station. Additionally, the EV-Charging Station Finder allows users to export charging station data (in particular information on locations) in various electronic formats.

The user has no legal right to services of any kind, whether or not for remuneration, and KELAG has no legal obligation to provide these services.

2.2. Registration

2.2.1. In order to be able to use the EV-Charging Station Finder as an EV-charging station operator, the user is required to register. Only legal entities and natural persons with full legal competence who operate EV-charging stations may register. KELAG reserves the right to accept or reject any request for use of and registration for the EV-Charging Station Finder.

2.2.2. User Account

The user account is non-transferable and may only be used by the user him-/herself.

The user shall eliminate any possibility of misuse of his/her user account. The user is obligated to choose a new password for EV-Charging Station Finder that is not being used for any other purpose (e.g., for another online service). This password must be kept confidential. Furthermore, the user is obligated to immediately inform KELAG of any unauthorized use and of any suspicious activity.

2.3. The user's notification duties

The user is obligated to immediately and truthfully notify KELAG of all changes regarding his name, address and e-mail address as well as of changes regarding any data required to use the services.

2.4. The user's obligations regarding transmitted content

The user is obligated to only transmit information and content to EV-

Charging Station Finder that does not violate the law or public morals and does not infringe the intellectual property right or any other right of third parties. Additionally, the user is obligated to only transmit information in accordance with the facts and to regularly update the information.

2.5 Changes to data entered by the user

KELAG is authorized but not obligated to correct obvious mistakes in the data entered by the user such as spelling errors in the city or street address or phone number as well as obviously incorrect technical data referring to EV-charging stations.

2.6 Cancelling the service/Deregistration

The user can cancel the services of the EV-Charging Station Finder via e-mail. After receiving the cancellation e-mail, KELAG will send out a confirmation e-mail indicating a waiting period. The user will then be deregistered after no more than 4 weeks.

KELAG is authorized to delete the user's data when the requirements for registration and not given (any longer). KELAG will notify the user about this within a reasonable period of time. If KELAG is unable to communicate with the user about possible cancellations and the reasons for this are outside the sphere of KELAG (e.g., the user provided an incorrect e-mail address), the data can be deleted without notifying the user.

If all users' data is deleted, KELAG will notify the users either by mail or on the websites using the EV-Charging Station Finder.

2.7 Denying access for important reasons

In some cases, KELAG is authorized to immediately deny the user access to his/her account as well as to content he/she uploaded if important reasons apply. One important reason for this action would be a user's violation of these General Terms and Conditions.

3. Use of Information

3.1. Data protection

The user consents to the use of personal data according to the privacy policy, which is available at http://e-tankstellen-finder.com/files/General_Terms_ev-charging.pdf.

3.2. Newsletter, information letters, and advertising material

The user gives KELAG permission to send newsletters, information letters and advertising material for all of KELAG's offered services to his/her e-mail address and mobile phone number. This permission can be revoked if a user sends an electronic message explaining this wish using the input form provided at <http://e-tankstellen-finder.com/at/en/info/contact>.

4. Liability

4.1. Liability of KELAG for third-party content

All information regarding charging stations was entered into the EV-Charging Station Finder database by third parties. KELAG is not obligated to check any third party content. KELAG is not liable for any third party content as long as it is not aware of any facts or circumstances that involve an illegal activity or illegal information, or, as long as KELAG immediately takes measures to remove the information or deny access to it once KELAG gained knowledge of any illegal activity or information. Even if these conditions apply, KELAG is only liable if the conditions listed under sections 4.2 or 4.3 apply.

4.2. Liability of KELAG for false information

KELAG accepts no liability if any information regarding an EV-charging station is false or if an EV-charging station is defect, unless KELAG knowingly provided the false information. Liability for damages other than personal injury, in particular financial loss, is excluded provided no intent or gross negligence were involved.

4.3. Other liabilities of KELAG

KELAG is liable for personal injury that was culpably caused by KELAG or any person for whom KELAG is responsible. Any liability for damages other than personal injury, in particular purely financial loss, is excluded provided no intent or extremely gross negligence were involved.

4.4. Liability of the user

The user is liable to KELAG for all damages caused by a culpable breach of contractual obligations.

4.5. The user shall indemnify and hold harmless

The user shall indemnify and hold KELAG harmless from third party claims based on the breach of obligations under this contract as well as from claims based on content that was transmitted from the user to the EV-Charging Station Finder. This applies in particular to claims made by third parties due to infringement on intellectual property.

5. Intellectual Property Rights

5.1. The user grants KELAG a royalty-free, worldwide, sublicensable, transferable non-exclusive licence without limitations in subject matter or time to edit, copy, distribute, rent, loan, broadcast, perform, make publicly available, and display all data transmitted from the user to EV-Charging Station Finder, including all uploaded images. This licence includes all rights regarding intellectual property such as all rights under copyright law, trademark law, and other property rights, including special property rights such as the special property right to databases in particular.

5.2. The EV-Charging Station Finder including all information provided by the EV-Charging Station Finder such as data exports of charging station locations are the intellectual property of KELAG.

Data exports of charging station locations may only be used for the purpose of importing them into navigation devices that are owned by or are in the possession of the user and are for personal use only. It is not permitted to use data exports for any other purpose, in particular for commercial exploitation or for use in other devices.

6. Miscellaneous

6.1. Written form

All agreements between the user and KELAG that deviate from these General Terms and Conditions or do not fall into their scope, require a written form. This also applies to departures from this requirement of written form. Oral agreements are not valid.

6.2. Severability clause

If any provision of this agreement is or becomes invalid or unenforceable, the rest of the agreement shall remain in effect. These provisions shall be considered as replaced by valid and enforceable provisions that best match the parties' intended economic purpose.

6.3. Choice of law and jurisdiction

Place of jurisdiction and venue is the competent court in Klagenfurt, Austria. Only Austrian law applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws provisions.

Klagenfurt, Austria, July 2011

KELAG-Kärntner Elektrizitäts-Aktiengesellschaft

Arnulfplatz 2, 9020 Klagenfurt, Austria

E-mail: office@kelag.at, Website: <http://www.kelag.at>

Place of jurisdiction: Klagenfurt Regional Court • FN 99133 i

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Appendix

EV-Charging Station Finder websites

<http://charging-stations.info>
<http://charging-stations.net>
<http://e-charging-station.com>
<http://e-charging-station.net>
<http://e-charging-stations.eu>
<http://e-charging-stations.info>
<http://e-charging-stations.net>
<http://elektrotankstellen.cc>
<http://e-stations.eu>
<http://e-stations.info>
<http://e-tankstellen.at>
<http://e-tankstellen-finder.at>
<http://e-tankstellen-finder.ch>
<http://e-tankstellen-finder.com>
<http://e-tankstellen-finder.de>
<http://kelag-autostrom.at>
<http://renewable-e-motion.at>
<http://renewable-e-motion.com>
<http://stromtankstellen.cc>
<http://e-chargingstation.com>
<http://ev-charging.com>

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