

## **Terms of use of the H2 MOBILITY Card for companies**

### **1. Subject matter and scope of the agreement**

1.1. The Customer and H2 MOBILITY Deutschland GmbH & Co. KG, EUREF-Campus 10-11, 10829 Berlin ("H2 MOBILITY") hereby agree the use of the H2 MOBILITY Card to purchase hydrogen at hydrogen filling stations operated by H2 MOBILITY. The H2 MOBILITY Card can also be used to purchase hydrogen at selected hydrogen filling stations which are not run by H2 MOBILITY. To this end, H2 MOBILITY has entered into agreements with its partners so that customers can refuel with hydrogen at these hydrogen filling stations. A list of the hydrogen filling stations where the H2 MOBILITY Card can be used will be provided upon request. The H2 MOBILITY Card is available as a physical or virtual card.

1.2. These terms of use apply exclusively and only insofar as the Customer is an entrepreneur as defined by section 14 para. 1 BGB (German Civil Code). Any conflicting or deviating terms of the Customer shall not become part of the agreement, unless H2 MOBILITY gives its explicit consent to the validity of any conflicting or deviating terms.

### **2. Application for and issue of the H2 MOBILITY Cards, Refuelling training**

2.1. The H2 MOBILITY Card can be applied for by visiting the H2 MOBILITY website [www.H2.LIVE](http://www.H2.LIVE) or by using the H2.LIVE smartphone application. Acceptance of the application by H2 MOBILITY takes place in the case of the physical H2 MOBILITY Card by sending the card and PIN to the Customer and in the case of the virtual H2 MOBILITY by confirmation to the e-mail address provided by the Customer.

2.2. If the Customer chooses the physical H2 MOBILITY Card, it will be sent by H2 MOBILITY to the postal address provided by the Customer, unless the Customer and H2 MOBILITY have agreed otherwise. The H2 MOBILITY Card remains the property of H2 MOBILITY.

2.3. Each physical H2 MOBILITY Card shall be allocated a personal identification number ("PIN"). The PIN shall also be posted to the Customer in the same letter.

2.4. The H2 MOBILITY Card will only be issued or unlocked, to persons who have previously undergone training in the refuelling of hydrogen vehicles. The training is offered as a video on the [h2.live](http://h2.live) website. The H2 MOBILITY Card may only be shared with persons who have likewise been trained in refuelling.

### **3. Rights granted by the H2 MOBILITY Card**

3.1. The H2 MOBILITY Card entitles the Customer to purchase hydrogen at the hydrogen filling stations specified in subsection 1.1. It is not possible to purchase other goods or services using the H2 MOBILITY Card.

3.2. Hydrogen shall be purchased at the price valid at the time of sale, unless the Customer and H2 MOBILITY have agreed otherwise.

3.3. The hydrogen shall be provided by the operator of the respective hydrogen filling station. The Customer has no entitlement to purchase hydrogen at the hydrogen filling stations specified in subsection 1.1. In particular, the Customer may not assert any claims in the event that supply difficulties occur at a hydrogen filling station or in the event of hydrogen filling stations being out of operation.

### **4. Use of the H2 MOBILITY Card by the Customer, notification obligations of the Customer, blocking of the H2 MOBILITY Card**

4.1. Use of the H2 MOBILITY Card takes place by authorisation with the H2 MOBILITY Card and in the case of the physical H2 MOBILITY Card by entering the PIN. The Customer can subsequently refuel his vehicle with hydrogen.

4.2. The use of the H2 MOBILITY Card by the Customer authorises H2 MOBILITY to collect the resulting amounts due, either directly in its own name or to acquire the amounts due in order to collect them in its own name.

4.3. The Customer is obliged to keep the physical H2 MOBILITY Card in a safe place. In particular, the Customer shall ensure that the H2 MOBILITY Card is protected from access by unauthorised persons and that the PIN is treated as secret and confidential.

4.4. The Customer is obliged to notify H2 MOBILITY immediately of any theft, loss or other disappearance of the H2 MOBILITY Card and to request that the card is blocked. Notification must be given either in writing to the address stated in subsection 1.1 or by email to [info@h2.live](mailto:info@h2.live).

4.5. Apart from blocking the card at the Customer's request, H2 MOBILITY is entitled to block the H2 MOBILITY Card in the event of suspicion of unauthorised or improper use of the H2 MOBILITY Card and in the event that the Customer does not comply with his payment

obligations.

4.6. It is permitted to refuel the following types of vehicles that use hydrogen-powered fuel cells at H2 MOBILITY filling stations:

- Vehicles with 700 bar tank systems between 2-8kg hydrogen capacity, which may be refuelled according to SAE J 2601-1,
- Vehicles with 700 bar tank systems between 8-10kg hydrogen capacity, which may be refuelled according to SAE J 2601-1, only after explicit approval for individual stations,
- Vehicles with 350 bar tank systems only after refuelling tests or explicit approval of the vehicle type for individual stations by H2 MOBILITY.

4.7. All other vehicle types not named in 4.6 may not be refuelled at H2 MOBILITY filling stations. This applies in particular to vehicles that use hydrogen in an internal combustion engine..

4.8. The H2 MOBILITY Card may only be shared with other users if they refuel only vehicles that have been approved for refuelling in accordance with 4.6.

## **5. Remuneration, invoicing, retention of title**

5.1. The fee agreed between the Customer and H2 MOBILITY shall be charged for the services provided by H2 MOBILITY.

5.2. All amounts due that result from the use of the H2 MOBILITY Card shall be debited from the Customer. H2 MOBILITY invoices shall be payable immediately, unless the Customer and H2 MOBILITY have agreed otherwise.

5.3. The Customer can choose between electronic invoices and a paper invoice. Should the Customer make no choice, electronic format shall be deemed to have been agreed. Electronic invoices shall be emailed to the Customer at the email address provided during registration.

5.4. Where the Customer has granted H2 MOBILITY a SEPA direct debit mandate, the amounts due shall be collected by means of a direct debit procedure. H2 MOBILITY shall inform the Customer in advance by email of the amount and date of the debit.

5.5. Until the purchase price has been paid in full, the hydrogen shall remain the property of H2 MOBILITY. Where the hydrogen is purchased from another operator, the retention of title shall be in favour of the relevant operator.

## **6. Duration and termination**

6.1. This user agreement is concluded for an indefinite period. Both the Customer and H2 MOBILITY may terminate the user agreement by giving one month's notice as of the end of a month.

6.2. This shall not affect the right to terminate for a good reason. Important reasons include, in particular, misuse of the H2 MOBILITY Card by the Customer, delayed payment by the Customer or the occurrence of payment difficulties.

## **7. Liability of H2 MOBILITY**

7.1. H2 MOBILITY shall only be liable for losses resulting from the breach of an essential contractual obligation by H2 MOBILITY, its legal representatives or its vicarious agents and limited to typically foreseeable losses. Essential contractual obligations are those obligations the fulfilment of which is essential for the proper execution of the contract and the observance of which the Customer regularly relies or may rely, or the breach of which endangers the achievement of the purpose of the contract.

7.2. Irrespective of this, H2 MOBILITY shall be liable without limitation for intent and gross negligence, loss of life, limb or health, for claims arising from the Product Liability Act, for fraudulent conduct and for guaranteed quality.

## **8. Data protection and confidentiality**

8.1. The Customer and H2 MOBILITY are obliged to treat all business and trade secrets related to the implementation of this user agreement confidentially.

8.2. H2 MOBILITY undertakes to comply with the regulations in force for the protection of personal data. Your data will be used in order to initiate the contractual relationship as a hydrogen customer and in order to send you information concerning current developments in the area of hydrogen cars and in relation to our products and services. For this purpose, usage data of the applications and tanking processes will be evaluated for the purpose of individual customer communication. The required, legal information on the handling of personal data by H2 MOBILITY can be found on the website of H2 MOBILITY

under <https://h2.live/en/>. There you can in particular read about your rights pursuant to Section 3 of the General Data Protection Regulation.

8.3. If personal data of the Customer are processed due to the use of the H2 MOBILITY Card, then the Customer is responsible for such processing being carried out on a suitable legal basis.

## **9. Changes to the terms of use**

The Customer shall be notified of any changes to these terms of use by email four weeks before the changes become effective. The changes shall be deemed accepted by the Customer if the Customer does not object to them before the changes become effective.

## **10. Choice of law, place of performance, place of jurisdiction**

10.1. The terms of use are subject to the law of the Federal Republic of Germany.

10.2. The place of performance for payments of the customers is Berlin.

10.3. The exclusive place of jurisdiction for all disputes arising from the terms of use is Berlin.

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