

General Terms and Conditions for Non-registered Users

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

Version date: July 25, 2011

1. Scope

1.1. These General Terms and Conditions form the basis for using the service provided by the KELAG-Kärntner Elektrizitäts-Aktiengesellschaft (hereinafter referred to as "KELAG") and made available on the websites listed in the appendix. 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 non-registered users (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. Object of Agreement

2.1. These General Terms and Conditions regulate the 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 nearest 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.

3. Use of Information

3.1. Use of personal information

KELAG does not use any of the users' direct personal information. Information that indirectly refers to persons, i. e., information that does not enable KELAG to determine a person's identity with legal means, will only be used by KELAG to the degree necessary in order to create user statistics as well as to make the simple use of the EV-Charging Station Finder possible. In particular technical information saved in cookies as well as automatically transmitted technical information such as the user's IP address are some of the processed data that indirectly refers to persons.

3.2. Cookies

The EV-Charging Station Finder uses "cookies." Cookies are small text files that the user's web browser saves on the user's computer. In the web browser settings, the user has the option to disable the use of cookies. This may, however, lead to some components of the EV-Charging Station Finder not working at all or not working properly.

4. Liability

4.1. Liability 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 KELAG 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 for false information

KELAG accepts no liability if any information regarding a charging station is false or if a charging station is defect, unless KELAG knowingly provided the false information. With entrepreneurs, as defined in the Austrian Consumer Protection Act, liability for damages other than personal injury, such as purely financial loss in particular, is excluded provided no intent or extremely gross negligence were involved.

4.3. Other liability

KELAG is liable for damages that were caused intentionally or grossly negligently by either KELAG or any person for whom KELAG is responsible, as well as for personal injury caused intentionally or slightly negligently by either KELAG or a person for whom KELAG is responsible. With entrepreneurs, as defined in the Consumer Protection Act, liability for damages other than personal injury, such as purely financial loss in particular, is excluded provided no intent or extremely gross negligence were involved.

4.4. Indemnifying and holding harmless

Users shall indemnify and hold KELAG harmless from third party claims based on the breach of obligations under this contract.

5. Intellectual Property Rights

5.1. 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 and 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. For legal disputes with consumers, as defined in the Austrian Consumer Protection Act, whose domicile or habitual place of residence is in Austria or who are employed in Austria, the competent court shall be in the judicial district of the place of residence, habitual residence, or employment.

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.

KELAG-Kärntner Elektrizitäts-Aktiengesellschaft
Arnulfplatz 2, 9020 Klagenfurt, Austria
E-mail: office@kelag.at, Website: <http://www.kelag.at>
Place of jurisdiction: Regional Court Klagenfurt • FN 99133 i
VAT Reg. No. ATU 25274100 • DVR-No. 0018

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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