

# Allgemeine Geschäftsbedingungen

## 1. Object of the Agreement:

The present Terms and Conditions shall apply to all goods and services which the Customer obtains by presenting the IQ Card or the E-charge+fuels Card at the station(s) agreed between IQ Card Vertriebs GmbH and the Customer.

## 2. Use of the IQ Card or E-charge+fuels Card:

- a) The IQ Card or the E-charge+fuels Card entitles the Customer to obtain goods and services without having to pay in cash at the station(s) agreed between the Customer and IQ Card Vertriebs GmbH to the extent agreed in the application form. The Customer shall have the option to agree on further additional stations.
- b) The IQ Card or the E-charge+fuels Card shall be issued by IQ Card Vertriebs GmbH, Averspergstraße 19, 4021 Linz, after acceptance of the card application, and IQ Card Vertriebs GmbH shall carry out the administrative activities related to the respective card. The IQ Card or the E-charge+fuels Card shall remain the property of IQ Card Vertriebs GmbH.
- c) The Customer shall receive a personal IQ Card, a vehicle-specific IQ Card, a station-specific IQ Card or a vehicle-specific E-charge+fuels Card. The vehicle-specific IQ Card or vehicle-specific E-charge+fuels Card can only be agreed on for one vehicle. The station card is deposited at the agreed filling station; an agreement can be made for it to be used for several vehicles. The transfer of a personal IQ Card to another person is not permitted. The transfer of a station card to another vehicle or a vehicle not agreed upon is not permitted. In the event of the use of a station card only, the Customer shall disclose the authorised vehicles including their registration numbers in the application and undertakes to present a vehicle card (registration certificate) upon acceptance of a service.
- d) The Customer has the option of choosing a 4-digit pin code. If the Customer does not select a pin code, IQ Card Vertriebs GmbH shall transmit an automatically generated pin code to the Customer in the course of issuing the card. The PIN code chosen or assigned by the Customer shall be kept secret. The Customer undertakes to store the IQ Card or the E-charge+fuels Card carefully and in a way that prevents access by third parties and shall cause authorised users to undertake to store it carefully and in a way that prevents access by third parties.
- e) In the card application, the Customer has the option of restricting the use of the card to certain product types. The use of an E-charge+fuels Card is always linked to the purchase of a fossil fuel; in the absence of a choice made by the Customer, petrol is deemed to have been agreed.
- f) The fuel purchase or the purchase of electrical energy must be carried out in compliance with the respective operating instructions. The Customer shall be liable for all damage caused by them or by users of the filling station commissioned by them.
- g) In the event of non-use of the fuel card or charging card for a period exceeding six months, IQ Card Vertriebs GmbH reserves the right to immediately block the respective card.
- h) The Customer shall be obliged to notify IQ Card Vertriebs GmbH immediately in writing of any change of address or change of their data (company name, legal form, etc.).

## 3. Payment and pricing:

- a) The Customer shall receive a collective invoice which, depending on the agreement in the card application, shall be issued at a certain interval; the respective invoice amount shall be due immediately and (depending on the agreement) debited from the Customer's current account on a weekly, fortnightly or monthly basis. If no agreement has been made regarding billing arrangements, fortnightly billing shall be deemed to have been agreed upon.
- b) The Customer authorises IQ Card Vertriebs GmbH to collect the respective invoice amounts including any interest, charges and fees

from the Customer's account indicated on the card application by way of direct debit. The Customer thus authorises IQ Card Vertriebs GmbH to collect the amounts for the duration of the Agreement or until the complete fulfilment of all the Customer's obligations. If, for technical reasons, it is not possible to collect the invoice amounts, the payment method "self-payer" may be agreed.

- c) The Customer shall be obliged to ensure they have sufficient funds available in their account for the duration of the Agreement. The Customer expressly agrees to the conclusion of an insurance cover by IQ Card Vertriebs GmbH (at the latter's expense) and to regular creditworthiness checks by the insurance company in question. In the event of justified suspicion or indication of insufficient funds in the account or deterioration of the Customer's creditworthiness or default in payment, IQ Card Vertriebs GmbH shall be entitled to block the Card immediately, i.e. without prior notification of the Customer.
  - d) IQ Card Vertriebs GmbH also reserves the right at any time to demand a bank guarantee in the amount of the outstanding amounts or a changeover to the "prepaid" method of payment from the Customer; should the Customer fail to comply with this, IQ Card Vertriebs GmbH shall also be entitled to block the Card immediately.
  - e) The Customer shall be obliged to provide notification regarding any change of account in writing and to sign the written direct debit authorisation concerning the newly notified account.
  - f) In the case of the purchase of fossil fuels or the purchase of electrical energy, the price to be charged is the respective weekly price, which is composed of the respective market purchase price plus a surcharge and the statutory VAT, unless other pricing arrangements have been agreed in the card application.
  - g) In the event that the debit is not accepted by the bank, IQ Card Vertriebs GmbH shall be entitled to charge the statutory default interest on the entire outstanding amount until the invoice is corrected. This outstanding amount shall include services not yet invoiced but actually used. IQ Card Vertriebs GmbH shall also be entitled to charge the Customer for expenses or fees incurred due to the non-acceptance of the direct debit.
- At the same time, IQ Card Vertriebs GmbH shall be entitled to immediately block the IQ Card and to charge the Customer for the associated costs of administrative activities.
- h) The Customer shall be provided with a receipt for each refuelling transaction with fossil fuels.

## 4. Fuel card limits and IQ Card online portal:

The Customer can view their refuelling or charging processes in the online portal <https://www.iqcard.at/portal>. Access data for the online portal are automatically provided to the Customer. The Customer shall bear responsibility for the management of limits for fuel cards for fossil fuels in the online portal. IQ Card Vertriebs GmbH cannot be held accountable in the event of financial disadvantages for the Customer due to inadequate administration (e.g. non-use of the limit tool, incorrect entry, etc.).

## 5. Complaints:

The Customer shall be obliged to send any complaints to IQ Card Vertriebs GmbH in writing within 7 days of the invoice being issued, stating the reasons. Otherwise, the Customer shall be deemed to have accepted this invoice.

## 6. Loss, theft, misuse:

- a) In the event that the IQ Card or the E-charge+fuels Card is lost, stolen, misused or not usable, this shall be immediately reported to IQ Card Vertriebs GmbH. This notification shall be made in writing (with proof), i.e. by registered mail, by fax or by e-mail (with confirmation of delivery).

- b) On the basis of this notification, IQ Card Vertriebs GmbH shall immediately (according to its technical capabilities) block the Card. A replacement card shall be issued to the Customer.
- c) The Customer shall be obliged to surrender any Card that is found again to IQ Card Vertriebs GmbH immediately, i.e. to return it by registered mail.
- d) With regard to a Card being lost, stolen, misused or not usable, the Customer shall be liable for all damages arising from the misuse of the Card or the other aforementioned circumstances.

#### **7. Duration of the Agreement:**

- a) The Agreement between IQ Card Vertriebs GmbH and the Customer shall be concluded for an indefinite period.
- b) The concluded Agreement may be terminated by either Party by giving one month's notice by registered mail or by e-mail with confirmation of delivery to the last day of the respective month.
- c) IQ Card Vertriebs GmbH shall be entitled to terminate the Agreement without notice for good cause. Good cause shall be deemed to exist, inter alia, if the Customer fails to meet their payment obligations, breaches contractual obligations, if misuse or unauthorised use of the Card is suspected, if there are changes in the Customer's creditworthiness, if the bank used refuses to pay, if bankruptcy or composition proceedings are instituted against the Customer's assets or if execution is levied against their assets.
- d) After termination of the Agreement, the Customer shall be prohibited from making use of the capabilities for the cashless purchase of goods and services granted under the Agreement. The Customer shall also be prohibited from continuing to use the IQ Card or the E-charge+fuels Card.
- e) The Customer shall be obliged to cancel the IQ Card immediately after termination of the Agreement and to return it to IQ Card Vertriebs GmbH by registered mail.
- f) The Customer shall be liable for the payment of all goods and services obtained using the IQ Card.

#### **8. Data protection:**

The Customer expressly agrees to the use of personal data by IQ-Card Vertriebs GmbH for the purpose of processing in connection with the purchase of goods and services by presenting the IQ Card at the station(s) agreed between IQ Card Vertriebs GmbH and the Customer and the settlement thereof, provided the use of such data is necessary for the above-mentioned purposes. The Customer shall be entitled to revoke the use of the data or the consent to it granted to IQ Card Vertriebs GmbH, Auerspergstraße 19, 4021 Linz, at any time.

#### **9. Place of jurisdiction and applicable law**

The place of jurisdiction for all disputes arising from the contractual relationship between IQ Card Vertriebs GmbH and the Customer shall be Linz, Austria. It is agreed that Austrian law shall take precedence.

#### **10. Final provisions:**

- a) In the event that individual provisions of these General Terms and Conditions (GTC) or of the concluded Agreement are invalid, this shall not affect the validity of the GTC or of the Agreement. In this case, IQ Card Vertriebs GmbH and the Customer undertake to replace the invalid provision with a valid provision that corresponds to the original purpose.
- b) The Customer's attention is drawn to the fact that their data will be stored by IQ Card Vertriebs GmbH.
- c) Amendments to the GTC and the Agreement shall be made in writing. Amendments to the GTC shall be notified to the Customer in writing and shall be deemed to have been approved if they are not objected to within four weeks. Furthermore, these amendments shall be deemed to have been approved if the Customer continues to use the IQ Card or the E-charge+fuels Card without objection after being notified thereof.
- d) Insofar as these GTC contain provisions that contradict the Unfair Termination Protection Act (KSchG), they shall not apply to the consumer.