Terms of Use for Elli Mobility Multi-Purpose Vouchers

1. The following terms and conditions govern the use of multi-purpose vouchers (**voucher codes**) of Elli Mobility GmbH, Karl-Liebknecht-Str. 32, 10178 Berlin, Germany, registered under HRB 274616 B in the commercial register of the Charlottenburg District Court, tel.: 00 800 3554 1111, e-mail: support@elli.eco ("Elli"), in the amount indicated in each voucher code.

   The voucher codes can be redeemed in the Elli charging apps (Elli Charging, Volkswagen, MyŠkoda (Škoda Auto), My CUPRA(Seat / Cupra), myAudi (Audi charging)) for the purchase of power to be billed monthly to charge an e-vehicle, provided that the currency indicated in the voucher code corresponds to the local currency valid in the customer's place of residence that the customer has entered in the Elli charging apps (hereinafter: "**the currency selected in the user account**").

2. The voucher codes are not tied to a specific customer or vehicle.

3. Voucher codes cannot be redeemed towards the purchase of additional voucher codes or for Elli products other than those listed in Section 1. Voucher codes cannot be exchanged for a cash alternative.

4. The voucher codes will be used as payment in the Elli charging apps for power to charge an e-vehicle, provided that they have been stored in the user account in the relevant Elli charging app (except for possible charges not based on consumption under the relevant tariff [e.g., basic charge for the tariff]).

   A voucher can only be stored in one user account. Once it is stored in a user account, this cannot be undone.

   If a voucher is stored in the user account in the relevant charging app, the present value of the voucher code will be deducted from the costs to be paid by the user for a charging session via the charging app at the end of the charging session. In the event that the value of the voucher code exceeds the cost of this charging session, the residual value of the voucher code will remain in the user's account and be deducted from the next charges due for charging sessions until the full value of the voucher code has been exhausted by the deductions that were applied. If the value of the voucher code is insufficient to cover the entire cost of a charging session, the remaining amount will be collected via the payment method selected by the customer in the next monthly invoice due.

   Refer to the relevant monthly invoice to find the deductions applied against the value of the voucher code.

   The current redemption value of the voucher code can be viewed in the user account on the charging app.

5. In the event that power to charge an e-vehicle is purchased in the Elli charging apps in a currency other than the currency selected in the user account and the customer has stored a voucher code in the user account, the amount to be paid for the charging session will be converted on the same day into the currency stored in the user account and deducted in accordance with the rules set out above. Any amount remaining for the payable charging session that exceeds the current redemption value of the voucher code will be converted back into the other currency. This will be shown in the next monthly bill due.

Currencies are converted on the basis of the exchange rate applicable at the start of the charging session. The applicable exchange rate is the reference exchange rate published on the previous banking day by the central bank issuing the currency selected in the user account.

If the euro is the currency selected in the user account, the exchange rates can be found on the following website of the European Central Bank: https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_refrence_exchange_rates/html/index.en.html.

For currencies other than the euro selected in the user account, the applicable reference exchange rate is available on the website of the central bank issuing the currency.

6. If a customer has, in the course of entering into the e-vehicle charging contract with Elli, the right of withdrawal with respect to this contract and he/she makes effective use of this right of withdrawal, any residual value of the voucher stored in the user account that remains will be made available to the customer in the form of a new voucher code, which is to be requested from the customer service, sent by e-mail to the e-mail address specified by him/her within fourteen (14) days.

7. Voucher codes are redeemable until the date indicated on the voucher. Any value remaining after this date will not be refunded.

8. Elli assumes no liability for loss, theft, destruction, or otherwise unauthorized use of the voucher code.

9. Elli reserves the right to request an alternative form of payment if it suspects that a voucher code has been obtained or is being used fraudulently, or if any of these Terms of Use are violated.

10. The exclusive place of jurisdiction for any and all claims arising from and related to these Terms of Use is Wolfsburg, Germany, provided the user does not use the voucher code as a consumer.

    If the user uses the voucher code as a consumer, Elli may take legal action against the user only in the court with jurisdiction over the user's place of residence or place of habitual abode. The user is entitled to take legal action against Elli in the court with jurisdiction at Volkswagen's headquarters in Wolfsburg, Germany, and in any other court having jurisdiction in such cases under the applicable law.

11. Any disputes arising from or in connection with this voucher code shall be governed solely by the laws of the Federal Republic of Germany; application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. If the user is a consumer, the laws of England and Wales or other mandatory consumer protection provisions applicable in the jurisdiction in which the consumer's habitual place of residence, or ordinary place of residence, is located at the time of concluding the agreement apply.

12. Elli is neither disposed nor obliged to take part in a dispute resolution proceeding before a consumer arbitration board.

13. In case of questions or issues relating to the redemption or use of a voucher code, customers can contact customer service by e-mail at support@elli.eco or by phone at 00 800 3554 1111 (Monday to Sunday from 6 a.m. to 10 p.m.). To find the contact details, select the corresponding menu item in the Elli charging apps. If customers have other questions or issues relating to a voucher code, they can contact the registered partner of the Volkswagen Group from which they obtained the voucher code.