

chargeON General Terms and Conditions

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For reasons of better readability of these General Terms and Conditions ("GTC"), only the term "user" is used and further gender or other identification forms are not used; however, such forms are always deemed to be included.

1 Scope of Application

These chargeON General Terms and Conditions ("GTC") apply to all legal relationships between autoSense AG, Badenerstrasse 141, 8004 Zurich, Switzerland (Swiss registration no. CHE-252.080.680, VAT no. CHE-252.080.680 MWST, info@autosense.ch, "autoSense")* and its users in relation to the operation and use of the chargeON app (as defined in Section 4.1 below), as well as (a) the search for charging stations for electric or hybrid vehicles, (b) the execution of charging sessions and the billing and processing of the payment for charging sessions performed at such charging stations and (c) the provision and use of any further services in the field of electromobility (jointly "Electromobility Services").

By registering for one or more Electromobility Services or, at the latest, by using an Electromobility Service, the user confirms that they have taken note of, understood and accepted these GTC as well as any additional terms and conditions applicable to them ("Additional Terms"). At the same time, the user confirms that they have taken note of the separate chargeON Privacy Notice (<https://www.autosense.ch/datenschutz/chargeon>). These GTC, together with the Additional Terms, constitute the contract concluded between the user and autoSense ("Contract") and govern the rights and obligations in relation to the chargeON app and the Electromobility Services. Any contractual terms and conditions of the user shall not apply, and any amendments and/or supplements to the Contract by the user shall be irrelevant and non-binding for autoSense.

autoSense operates the chargeON app and provides the Electromobility Services in accordance with the version of these GTC and the Additional Terms valid at the time the respective services are used. The version of the GTC and the Additional Terms valid from time to time is available on the autoSense website (<https://www.autosense.ch>). The GTC and the Additional Terms may also be downloaded, saved and printed. The user expressly agrees to this form of provision of the GTC and the Additional Terms. At the express request of the user, autoSense will also send the GTC and the Additional Terms to the user electronically (e.g. by e-mail) or in another manner. autoSense reserves the right to amend the GTC and/or the Additional Terms for objective reasons. The user will be informed of amendments to the GTC and/or the Additional Terms in an appropriate form (e.g. by means of a notice in the chargeON app or by e-mail). Amendments shall enter into force as of the communicated date of amendment. If the user does not object within 4 weeks of notification of the amendments or continues to access the chargeON app or use the Electromobility Services after the communicated date of amendment, the amendments shall be deemed to have been approved by the user. If the user objects to the amendments, autoSense reserves the right to terminate the Contract.

2 Registration and User Account

2.1 Registration

In order to use the Electromobility Services, the user must register in the chargeON app and open a user account. The user is obliged to provide all information requested as part of the registration process or thereafter fully and truthfully. autoSense is entitled to refuse the opening of a user account or the registration of a user without giving reasons.

2.2 User Account

The user shall treat the access data to their user account as confidential, shall not disclose such access data and shall protect such access data against unauthorized access. If it is suspected that unauthorized third parties have become aware of the access data, the user must immediately change the access data and inform autoSense via the chargeON app. It is not permitted to allow or enable third parties to use a user account, or to make the user account available to or assign it to other persons, or to transfer it in any other way. The user alone is liable for any use of their user account, in particular for any actions (e.g. starting a charging session) or transactions (e.g. payment transaction) carried out with or through such user account, irrespective of whether such use is made by the user or by a third party.

The user shall keep their user account and the information contained therein (address, means of payment, etc.) up to date, complete and accurate at all times. The user is responsible for the information relating to them, and by entering information or data in the user account, the user confirms that the information and data are complete and truthful and that the user is entitled to use such information and data.

autoSense is entitled to block the user account and the user's access to the Electromobility Services at any time without prior notice and to exclude the user from using the Electromobility Services if

- the user breaches essential contractual provisions of the Contract;
- Electromobility Services obtained by the user are not paid within the applicable payment period;
- the user behaves in bad faith or unlawfully;
- the blocking is carried out by the business customer to whose user group the user belongs, or is arranged by such business customer or by autoSense;
- the blocking is in the presumed interest of the user (e.g. in case of suspected fraud).

autoSense shall inform the user of any blocking in an appropriate form.

3 Commencement, Term and Termination of the Contract

3.1 General

The Contract enters into force upon acceptance of the GTC and the Additional Terms by the user (see Section 1) and is concluded for an indefinite period. The Contract may be terminated (i) by the user at any time with immediate effect and (ii) by autoSense subject to a notice period of 10 calendar days as per the end of a calendar month. Blocking or exclusion pursuant to Section 2.2 is reserved at any time.

Furthermore, the Contract may be terminated at any time with immediate effect for good cause. Good cause entitling autoSense to such termination includes, in particular, a material breach of contract by the user (e.g. untrue or incomplete information in the context of registration or default of payment) as well as the complete or partial temporary or permanent discontinuation of the chargeON app and/or the Electromobility Services.

The user must terminate the Contract directly in the chargeON app. Termination by autoSense shall be notified to the user in an appropriate manner (e.g. by e-mail or via the chargeON app).

autoSense may agree different termination modalities with business customers, which apply to a certain user group or to certain users.

3.2 Consequences of Termination

Upon termination of the Contract, the user loses the right to use the chargeON app and the Electromobility Services accessible via the app. The user may no longer access the Electromobility Services. autoSense will cease to provide services to the user as of the effective date of termination of the Contract, which also includes the deactivation of the chargeON charging card. From termination of the Contract, autoSense shall at any time have the right to block the user's user account and their access to the Electromobility Services and to irreversibly delete the user's user account. At the latest 60 calendar days after termination of the Contract, autoSense will completely delete or anonymize the user account and the associated data of the user, provided and to the extent that such deletion or anonymization is not precluded by statutory provisions (e.g. retention obligations) or legitimate interests (e.g. in the enforcement or defense of legal claims).

As of the date of termination, all claims and receivables against the user shall become due and payable.

Credits which cannot be paid out (e.g. vouchers or bonus points) expire upon termination of the Contract. The user has no claim to pay-out of such (remaining) credits.

4 chargeON App and chargeON Charging Card

4.1 chargeON App

autoSense provides the user with a mobile application ("chargeON app"). By means of the chargeON app, the user may, inter alia, locate charging stations ("participating charging stations"), start, end and pay for charging sessions or view receipts for charging sessions.

For the duration of the Contract, the user has a limited, non-exclusive, non-transferable and non-sublicensable, personal and revocable right to use the chargeON app and the Electromobility Services accessible via the app for the intended purpose and in accordance with these GTC.

All rights in and to the chargeON app, the Electromobility Services accessible via the app and the content contained therein, beyond the aforementioned right of use, belong and shall remain with autoSense and/or the respective entitled third parties.

The user is not permitted to allow unauthorized third parties to use the chargeON app for consideration or free of charge or to publish the chargeON app, to license it to third parties, to sell it or otherwise commercially exploit it. The granting of rights in and to the chargeON app is not permitted. Subject to mandatory statutory provisions, the user is not permitted to modify, adapt or translate the chargeON app, to create derivative works from it, to decompile, reverse engineer or disassemble the chargeON app or otherwise attempt to derive the source code of the chargeON app. It is also not permitted to use content of the chargeON app as training data for artificial intelligence.

The user is solely responsible for creating the technical and other requirements and conditions that enable them to use the chargeON app and the Electromobility Services accessible via the app. The user is obliged to update the chargeON app as soon as an update is available.

The chargeON app is made available in the respective app stores of the respective providers (iOS, Android). The respective app store provider is not a contracting party of the user in relation to the chargeON app or its content and assumes no responsibility, warranty or liability in this respect.

When downloading the chargeON app from the Apple App Store or the Google Play Store, the respective app store terms of use of Apple or Google apply in addition, which are concluded between the user and the respective provider.

4.2 chargeON Charging Card

autoSense may provide the user with a charging card ("chargeON charging card"). autoSense may also stipulate that the use of the chargeON charging card is mandatory for certain Electromobility Services. With the chargeON charging card, the user can obtain the Electromobility Services designated for such use (e.g. start, end and pay for charging sessions at participating charging stations).

The user shall handle the chargeON charging card with care and keep it in a safe place. The chargeON charging card is non-transferable and may only be used personally by the user. The user is liable for any use of the chargeON charging card by a third party, irrespective of whether such use is authorized or unauthorized. The user must immediately report any loss or theft of the chargeON charging card to autoSense via the chargeON app. autoSense accepts no liability for misuse, loss, damage or theft of the chargeON charging card. If the chargeON charging card is used to obtain Electromobility Services or to make a payment before the user has blocked the chargeON charging card, the user shall be liable for the Electromobility Services obtained and shall pay the corresponding amounts.

For each use of the chargeON charging card, the user is obliged to check in advance in the chargeON app the prices applicable at that time for the Electromobility Service to be obtained.

5. Electromobility Services

5.1 Searching for Charging Stations

The available participating charging stations in the autoSense network are displayed in the chargeON app, as well as the prices and further conditions applicable to the respective charging station (provided it is a public charging station).

5.2 Starting and Ending a Charging Session

The user must start and end a charging session in accordance with the technical and other specifications, requirements, instructions and directions of the vehicle manufacturer and of the operator of the participating charging station. As a general rule, for the charging session, the user must connect the vehicle to the charging station using a suitable charging cable and start the charging session via the chargeON app or, if applicable, by using the chargeON charging card or another medium designated by autoSense. The charging session may generally be ended via the chargeON app, if applicable by using the chargeON charging card or another medium designated by autoSense, or via the infotainment system of the vehicle.

If, despite correct procedure, it is not possible to successfully activate the participating charging station or to start or end the charging session, or if the charging station is defective, damaged or not physically present, the user must report this to autoSense via the chargeON app. In the event of such reports, autoSense will endeavor to provide assistance to the user as quickly as possible (see also Section 5.6 Support).

5.3 Safety

The user is obliged to comply with all specifications, requirements, instructions and directions of the vehicle manufacturer and of the operator of the participating charging station, as well as all applicable laws, regulations and provisions, and to take all measures necessary to ensure the safety and integrity of themselves and other persons as well as of property. In particular, the user must

- use the participating charging station exclusively for the charging of electric or hybrid vehicles;
- connect only electric or hybrid vehicles approved for road traffic and equipped with a charging function to the participating charging station;
- connect only vehicles to the participating charging station that comply with applicable statutory provisions and are in a safe, properly maintained and ready-to-use condition;
- use for the charging session only components (charging cables, plugs, etc.) that comply with applicable statutory provisions as well as with the specifications, requirements, instructions and directions of the vehicle manufacturer and of the operator of the participating charging station;
- throughout the charging session (including starting, ending, plugging in and unplugging the charging cable), comply with the applicable statutory provisions as well as with the specifications, requirements, instructions and directions of the vehicle manufacturer and of the operator of the participating charging station;

- use the participating charging station in general in accordance with the specifications, requirements, instructions and directions of the operator of the participating charging station as well as of autoSense (including these GTC);
- use the participating charging station and its location with due care and protect them against damage;
- in the event of malfunctions or warning messages, immediately end the charging session and immediately interrupt the connection between the participating charging station and the vehicle, insofar as this is possible without danger, and immediately contact autoSense via the chargeON app.

The user is fully liable for all damage caused by non-compliance with the provisions of this Section 5.3.

5.4 Availability and Status of Participating Charging Stations

The availability and status of the participating charging stations are displayed in the chargeON app. The participating charging stations are operated by the respective owner or operator of the participating charging station. It is such owner's or operator's responsibility to ensure that its charging stations are in a ready-to-use, safe and properly maintained condition, and such owner or operator may also limit or discontinue the operation of a participating charging station at short notice, temporarily or permanently. While autoSense endeavours to display the availability and status of the participating charging stations in the chargeON app as up-to-date and accurate as possible, autoSense assumes no warranty or liability and gives no assurances whatsoever with regard to the participating charging stations, in particular with regard to their availability, status, accessibility, condition, charging capacity, charging speed and safety.

The user acknowledges and agrees that autoSense, the owner or operator of the participating charging stations, the electricity supplier or third parties may at any time take precautions and measures (e.g. system services) (e.g. to ensure grid stability) which may restrict or otherwise influence the charging behavior of vehicles.

5.5 Availability and Functionality of the Electromobility Services and the chargeON App

Although autoSense endeavours to make the Electromobility Services and the chargeON app available with as few disruptions and interruptions as possible, autoSense assumes no warranty or liability and gives no assurances whatsoever with regard to the Electromobility Services and the chargeON app, in particular with regard to their availability, functionalities, results, accuracy or completeness of displayed information and data, operability, accessibility or freedom from disruptions and defects. The user expressly acknowledges that the Electromobility Services and the chargeON app or parts thereof may not be available at all or only in part, or may otherwise be limited in their functionality, during maintenance periods or at other times and for other reasons, or that their availability or other functionality may be limited by autoSense in whole or in part. The functioning or certain functionalities of the Electromobility Services and the chargeON app may also depend on the relevant (mobile) network and the compatibility of the end device used.

autoSense reserves the right to amend, extend or reduce the Electromobility Services and the chargeON app and their functionalities, the content offered, prices and services at any time for objective reasons, as well as to restrict, suspend or terminate the operation of the Electromobility Services and the chargeON app temporarily or permanently, in part or in full. A permanent and complete suspension or termination of the Electromobility Services and the chargeON app shall be effected by giving prior notice of termination of the Contract (see Section 3.1). In the event of amendments that are associated with a material negative effect for the user, the user shall have a special right of termination.

5.6 Support

Support is available to the user via a support page on the autoSense website (support.autosense.ch/chargeon), providing frequently asked questions/answers, contact information and a support form, as well as possibly a support function in the chargeON app. autoSense endeavours to answer support requests as quickly as possible.

In the event of system errors, autoSense may, to the extent reasonable and necessary, require the user to check, using the technically available means that are reasonable for the user, whether system errors are attributable to the digital environment used by the user.

5.7 Prices for Electromobility Services

The price for the Electromobility Services is determined in accordance with the applicable information in the chargeON app at the time the relevant Electromobility Service is obtained. The price applicable at the time the Electromobility Service is obtained, which is visible in the chargeON app at the beginning of the relevant use, is decisive. The price for the Electromobility Services may, in addition to the start fee for the charging session and the fee for energy procurement/consumption, also include time-based, fair-use or penalty fees or, where applicable, further fees. The so-called "Charge Detail Records" of the respective operator of the participating charging station are decisive in each case. By using the Electromobility Services, the applicable prices are accepted. In certain cases, the final price for the Electromobility Services is only determined with a time delay after the service has been obtained. Unless expressly stated otherwise, the stated prices are inclusive of VAT.

autoSense may agree deviating price arrangements with business customers, which apply to a certain user group or to certain users.

It is possible that, at the location of the participating charging station and/or in connection with the respective Electromobility Service, additional parking, standing or other fees are payable that are not included in the price for the Electromobility Service. Such fees must be paid by the user in accordance with the applicable local rules, regulations and instructions.

5.8 Billing

Electromobility Services obtained by the user are charged either directly after the provision of an Electromobility Service or periodically for all Electromobility Services obtained within a certain period to the means of payment stored in the user account. If the user has an existing

credit in the user account, the respective amount will be deducted from the credit before the stored means of payment is charged. The amounts charged are due and payable immediately. If a charge to the means of payment cannot be successfully processed (e.g. because the stored means of payment is not or no longer valid or because it has insufficient funds), autoSense will attempt a second charge to the stored means of payment. If the second charging attempt also fails, autoSense will invoice the respective amounts to the user with a payment period of 14 calendar days from the invoice date. For such invoicing, autoSense charges a processing fee of CHF 50 or a corresponding fee in the local currency of the user. Furthermore, autoSense is entitled, before or at the beginning of the use of Electromobility Services, to reserve or block on the means of payment a certain amount for a certain period (pre-charge/pre-authorization). If, subsequently, no Electromobility Services are obtained or the amount reserved or blocked on the means of payment is not fully used, the corresponding amount will generally be released again with a slight time delay.

autoSense may agree deviating billing and payment modalities with business customers, which apply to a certain user group or to certain users. The user may view information on charging sessions and billing in the chargeON app.

5.9 Further Services

Within the scope of the Electromobility Services and the chargeON app, autoSense may offer further services. If such services are subject to a fee, the user will be informed thereof.

6. Liability and Warranty

autoSense is liable without limitation for damages caused by autoSense intentionally or through gross negligence as well as for personal injury, unless autoSense proves that it is not at fault. Beyond this, any liability of autoSense, regardless of the legal grounds, is excluded to the extent permitted by law; in particular, to the extent permitted by law, autoSense is not liable for slight negligence, indirect, consequential, incidental or third-party damages, deficiency and other consequential damages, loss of profit, pure financial loss, losses, missed opportunities, business interruptions or unrealized savings, reputational damage, damages resulting from delay, tardiness or data loss, or for acts or omissions of auxiliary persons. In no event shall autoSense be liable for acts or omissions of operators of participating charging stations.

With regard to the Electromobility Services and the chargeON app as well as with regard to the services and content displayed and offered within the framework of the Electromobility Services and the chargeON app, any warranty is excluded to the extent permitted by law and autoSense gives no assurances or guarantees in this respect.

autoSense may use tools based on artificial intelligence, such as chatbots ("AI-supported tools"), to provide certain services, including in particular support services. Such AI-supported tools are used in particular to provide quick and automated support with frequently asked questions and concerns, to translate information and content into the language requested by the user or to optimize services (e.g. selection and display of suitable participating charging stations, optimization of the charging session, etc.). The information and data generated and provided by the AI-supported tools, including decisions and recommendations, are intended exclusively for general information purposes and are not intended as advice of any kind. Although autoSense

endeavours to ensure a high quality of such information and content, autoSense gives no warranty, assurances or guarantees with regard to the completeness, accuracy, correctness, reliability, freedom from errors, adequacy, suitability for specific purposes, meaningfulness or availability of the information and data provided. The decision and responsibility in connection with the use of the AI-supported tools or the information and data provided by them lies solely with the user. Any liability of autoSense in this context is excluded to the extent permitted by law.

7. Data Protection

In connection with the operation of the chargeON app and the provision of the Electromobility Services, autoSense processes personal data of the user or, in relation to business customers, personal data relating to their staff and other persons acting for such business customers. autoSense complies at all times with the applicable data protection law, including in particular the EU General Data Protection Regulation and Swiss data protection law. Personal data are processed in particular for the purpose of contract execution, for the performance of contractual obligations, for the maintenance, development and preservation of the customer relationship, for customer care, invoicing and for compliance with legal requirements.

Further information on the handling of personal data and on the rights of the persons concerned by data processing can be found in the chargeON privacy notice.

8. Final Provisions

Notices from autoSense to the user may be validly sent to the e-mail address stored in the user account.

The user may not transfer or assign the Contract or any rights and obligations thereunder to a third party without the prior consent of autoSense.

Should provisions of the Contract be or become invalid in whole or in part, or should a gap be identified therein, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the valid provision shall be deemed agreed that comes closest to the economic and legal content of the invalid provision.

The Contract is governed by substantive Swiss law, to the exclusion of conflict-of-law rules and international treaties (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on the Law Applicable to International Sales of Goods). The exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract is Zurich 1, Switzerland. Mandatory statutory places of jurisdiction remain reserved.

* The contact details of autoSense may be used for correspondence with autoSense and for the submission of any complaints. In the event of a complaint, autoSense will use its best efforts to respond as quickly as possible and to find a satisfactory solution.

Annex – Country-specific Deviations from the GTC

This Annex sets out those provisions which, in a country-specific manner, deviate from the provisions of the GTC or supplement the GTC. The country-specific provisions take precedence over the provisions of the GTC.

EU Countries:

Section 3 of the GTC is supplemented by a new Section 3.3 (Right of Withdrawal), which contains the following provision:

The user may terminate the Contract without stating reasons within a period of 14 days from the date of conclusion of the Contract. This may be done using the form provided in Annex 1 to the relevant EU directive (Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, available at: eur-lex.europa.eu/eli/dir/2011/83/2022-05-28) or by a comparable clear declaration by the user by letter or e-mail to autoSense (see address details in Section 1).

The user has no right of withdrawal in relation to the use of the Electromobility Services (in particular the electricity obtained during charging).

Section 6 paragraph 1 of the GTC is replaced by the following provision:

autoSense is liable without limitation for damages caused by autoSense intentionally or through gross negligence as well as for personal injury. In the case of slight negligence, autoSense is only liable for the breach of essential contractual obligations and such liability is limited to foreseeable, typical damages up to a maximum amount of EUR 5,000. Beyond this, any liability of autoSense, regardless of the legal grounds, is excluded to the extent permitted by law. In no event shall autoSense be liable for acts or omissions of third parties, in particular of operators of participating charging stations.

Section 6 paragraph 2 of the GTC is replaced by the following provision:

With regard to the Electromobility Services and the chargeON app as well as with regard to the services and content displayed and offered within the framework of the Electromobility Services and the chargeON app, the statutory warranty applies. No further claims of the user exist. Claims for damages are limited in accordance with the preceding liability provision.

Section 8 paragraph 4 of the GTC is replaced by the following provision:

The Contract is governed by substantive Swiss law, to the exclusion of conflict-of-law rules and international treaties (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on the Law Applicable to International Sales of Goods). The exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract is Zurich 1, Switzerland, insofar as the user is a merchant. Mandatory statutory places of jurisdiction remain reserved.

For consumers, the mandatory consumer protection provisions of the country in which the user is domiciled remain unaffected and, in the event of conflict, take precedence over the provisions of the GTC and Swiss law. Consumers may only be sued at their place of residence.

Norway:

Section 5.8 sentence 6 of the GTC is replaced by the following provision:

For such invoicing, the user will be charged a fee equal to the actual costs incurred by autoSense for issuing and sending the respective invoice.

Section 8 of the GTC is deleted without replacement.

Section 9 paragraph 4 of the GTC is replaced by the following provision:

If the user is a business (B2B), the Contract is governed by substantive Swiss law, to the exclusion of conflict-of-law rules and international treaties (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on the Law Applicable to International Sales of Goods). The exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract is Zurich 1, Switzerland.

If the user is a consumer, the Contract is governed by substantive Norwegian law. The exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract is Oslo, Norway. Mandatory statutory places of jurisdiction remain reserved.

France (in addition to the provisions concerning EU countries):

Section 2.1 last sentence of the GTC is replaced by the following provision:

autoSense is entitled to refuse the opening of a user account or the registration of a user without giving reasons, provided that such refusal does not occur on discriminatory grounds.

Section 3 of the GTC is supplemented by a new Section 3.3 (Right of Withdrawal), which contains the following provision:

In application of Articles L. 221-18 to L. 221-28 of the French Consumer Code, any user who is a natural person and has the status of a consumer within the meaning of the preceding article of the Consumer Code has a right of withdrawal for 14 days from the date of conclusion of the Contract.

In order to exercise their right of withdrawal, the user must inform autoSense within the aforementioned period of their intention to withdraw from the Contract. For this purpose, the user must complete the model withdrawal form annexed to Decree No. 2014-1061 of 17 September 2014 (available at <https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000029470741>) and send it by letter or e-mail to autoSense (see address details in Section 1).

If the withdrawal form is sent by e-mail, autoSense will confirm receipt of the form. The withdrawal becomes effective as soon as it is received by autoSense.

The user has no right of withdrawal in relation to the use of the Electromobility Services (in particular the electricity obtained during charging).

Section 9 paragraph 4 of the GTC is replaced by the following provision:

If the user is a business (B2B), the Contract is governed by substantive Swiss law, to the exclusion of conflict-of-law rules and international treaties (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention on the Law Applicable to International Sales of Goods). The exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract is Zurich 1, Switzerland.

If the user is a natural person with the status of a consumer within the meaning of the preceding article of the Consumer Code, the Contract is governed by French law.

In the event of a dispute between the user and autoSense, the parties shall endeavour to settle the dispute amicably. For this purpose, the user shall address a written complaint by letter or e-mail to autoSense (see address details in Section 1).

If no amicable settlement can be reached or if autoSense does not respond within one month, the user who is a consumer within the meaning of the preceding article of the Consumer Code has the possibility, if disagreement persists, to refer the dispute free of charge to a mediator registered on the list of mediators drawn up by the "Commission d'évaluation et de contrôle de la médiation de la consommation" pursuant to Article L. 615-1 of the French Consumer Code.

If no amicable settlement of the dispute can be reached, the dispute may be brought before the competent court at the user's place of residence in accordance with the rules of civil procedure applicable in France.