

# Terms of Use for the online applications of Primeo Energie

## 1 Scope of application

- 1 These Terms of Use govern the use of Primeo Energie's online applications and the associated services.
- 2 Primeo Energie has the right to change the Terms of Use for its online applications at any time. Users will be notified appropriately of any such changes. The user is deemed to have accepted the change when an online application is used for the first time following a change notification.
- 3 The General Terms and Conditions (available at [primeo-energie.ch/agb](https://primeo-energie.ch/agb)) continue to apply to the respective services and products.

## 2 Communication

- 1 Contractually relevant information (e.g. invoices, reminders, changes to products or GTCs, operational information such as maintenance notifications) are sent to the most recent email address known or by post in a legally valid manner.

## 3 Scope of use

- 1 Primeo Energie provides users with online applications, the contents and applications of which relate to the services the user receives from Primeo Energie.
- 2 Primeo Energie reserves the right to alter, expand or remove the services and content at any time.
- 3 The user does not have a legal right to such use.
- 4 Primeo Energie offers the user products and services for a fee via its online applications. To place an order, the user is redirected to the corresponding page with the offer. The product-related terms and conditions of contract and business available there apply. Primeo Energie provides documents and compiled information and data (hereinafter referred to as "Content") within the online applications. The user can access such Content in accordance with the following paragraphs.
- 5 It is not permitted to process and pass on the Content to third parties for other purposes, in particular for commercial ones. Company-internal use of the Content must be documented if it involves any reproduction or editing, and evidence thereof must be provided at Primeo Energie's request. The user must ensure that recipients are informed about any use restrictions and that the respective obligations apply.
- 6 The Content of the online applications that Primeo Energie makes publicly available may not be reproduced, stored, processed, duplicated or disseminated electronically without the written consent of Primeo Energie, except for personal or operational use. Primeo Energie, or the respective provider or manufacturer specified, holds the copyright and other property rights to online applications, including their content, layout, source code and software. Primeo Energie reserves all rights in this respect.
- 7 If in doubt about the scope of the usage rights, the user must contact Primeo Energie and clarify the matter. Enquiries can be sent to: [portal@primeo-energie.ch](mailto:portal@primeo-energie.ch).
- 8 The scope of use resulting from other contractual relationships and other contacts between the electricity supply company and Primeo Energie remains unaffected by the above rules. This does not affect the use of Content the user can prove was lawfully acquired from another source or that was already known to the user at the time of provision.
- 9 The user assures not to disclose confidential content obtained from an access-restricted area to other persons who do not have such access authorisation.

## 4 Registration and access

- 1 Registration takes place online by means of a form, manually through Primeo Energie, or with the help of Primeo Energie's digital assistant.
- 2 Authorisation as the user involves either entering the contract account and customer number or using the access or QR code that Primeo Energie provides in the welcome letter, or via the Primeo Energie registration process on request. Only current customers and their employees as well as Primeo Energie employees can be authorised. Authorisation for private customers is based on the household, each of which can register via an email address. In the case of business customers, authorisation refers to the person, i.e. each employee must be authorised individually.  
Access rights are granted based on the service package the user purchases and in accordance with a matrix of rights defined by Primeo Energie. Primeo Energie reserves the right to change or revoke the scope of access rights at any time without giving the reasons.
- 3 Primeo Energie can reject a registration application without giving the reasons.
- 4 Online applications can be accessed by entering an email address and a password chosen by the user, or via a password from Primeo Energie. The user must change the predefined password in accordance with the guidelines for the online applications when logging in for the first time. For security reasons, Primeo Energie additionally recommends using two-factor authentication (2FA), which can be configured in the user profile. Alternatively, authentication by Google, Apple or another institution can be used.
- 5 Primeo Energie considers anyone who uses these login details to identify themselves for online applications as the authorised user. Primeo Energie can accept notifications of any kind (declarations, address change, relocation, Meter Reading notices, product changes, etc.) from the user, make queries and changes via online applications, and submit applications, etc. without further verification.
- 6 The customer must immediately send – by email to [portal@primeoenergie.ch](mailto:portal@primeoenergie.ch) – corrections to any declarations that are in effect. Primeo Energie must be notified immediately about the withdrawal of a business customer's registered user who has been authorised so that the account can be deactivated.  
The same applies if users no longer require access to online applications, for example because they change jobs within the company or their user rights have been revoked within the company. Besides the user, the company is responsible for providing the relevant information.
- 7 Customer declarations of any kind (messages, address changes, registrations and deregistrations, Meter Reading notifications, product changes, etc.) are deemed to be effective when they are released for transmission.
- 8 Users bear unlimited liability for all actions carried out under their user account by means of their password (in particular misuse and/or unlawful use of the online applications, misuse of login details, unauthorised disclosure, including the improper storage of such data) unless they can prove that they are not at fault. Users must indemnify Primeo Energie against all associated claims by third parties and against other loss incurred.
- 9 Primeo Energie can provide users with functions and data via an official (Primeo Energie) API. In this case, the user is responsible for granting or revoking the access rights. Primeo Energie reserves the right to block access if the data is accessed improperly.

## 5 Legal transactions

- 1 Users can conduct binding legal transactions online for themselves as customers in the form of natural persons. If a customer is a legal entity (in particular a commercial company under the Swiss Code of Obligations, an association, a foundation, or a public-law corporation), a user designated by this customer makes binding legal declarations on behalf of this customer. The customer and Primeo Energie accept such declarations as binding. In this case, the legal transaction comes into effect between Primeo Energie and the customer and not the individual user.

## 6 User's due diligence obligations

- 1 If a feature of the online applications requires the user to upload own content to it and the user makes use of the feature, the user must ensure that all content provided or published by means of the online applications is truthful, accurate and not misleading, does not contain any confidential third-party information, and that uploading it under the terms and conditions of the online applications does not infringe the rights of any third parties, such as the author of the content. In case of a breach, Primeo Energie reserves the right to remove some or all such content.
- 2 The user must refrain from any actions that could endanger the security of the online applications. Specifically, users undertake not to access data or materials for which they are not authorised, not to log onto servers or user accounts for which they are not authorised, and not to attempt to test the vulnerability of the system without Primeo Energie's prior consent.
- 3 The user must ensure that personal access data is stored securely and carefully, and the user is responsible for protecting it from unauthorised use, e.g. by changing the password regularly. The user must log out from the online applications with the logout function.
- 4 If a user suspects that an unauthorised third party has obtained the password and/or user name, the user must change the password and possibly the user name immediately and notify Primeo Energie and, if necessary, request that access be blocked.
- 5 The user guide and the safety instructions of the online applications must be observed.
- 6 Only the access to the online applications as specified by Primeo Energie may be used.

## 7 Blocking

- 1 In case of a breach of due diligence obligations, Primeo Energie is entitled to block access to online applications fully or partially at any time without prior notice.
- 2 The user can ask Primeo Energie in writing at any time that the account be blocked. Blocked access can be unblocked only by means of written request.
- 3 Primeo Energie has the right to block a user's access to the online applications at any time and without notice.

## 8 Data protection

- 1 Primeo Energie collects data during the registration process and possibly as part of some functional areas within the online applications. The data is stored and used for managing the online applications and for providing the respective functions in compliance with the relevant provisions of data protection law. The user must ensure that the provisions of data protection law are complied with when providing the data, in particular for obtaining any necessary consents.
- 2 By registering to use the online applications, the user agrees to data that Primeo Energie obtained through a contract, or through another contact with the user, being used for providing functions of the online applications to the user.
- 3 Each user access to the online applications is automatically logged in a temporary log file. To establish and maintain a connection, various access data (e.g. IP address, date and time of access, name of the file accessed, browser version, operating system version) are logged and evaluated for statistical purposes. This data is primarily required to enable the use of the content (establish a connection) and for internal system-related purposes, such as technical administration and system security. The user's email address and technical ID are logged for error analysis.
- 4 For statistical purposes, data is evaluated anonymously and without drawing any conclusions about the user.
- 5 Primeo Energie has the right to instruct a third party to process the data to the same extent, provided that doing so complies with the applicable data protection provisions in every case. The user acknowledges and agrees that data can also be sent abroad as long as adequate protection is ensured.

- 6 Should personal data be made available to the user as part of the online applications' function, the user must ensure compliance with all applicable data protection provisions when handling any data received.
- 7 Business customers are not permitted to provide private email addresses during the registration process.
- 8 Primeo Energie complies with the provisions of Swiss data protection law when collecting and processing personal data. It takes appropriate measures to protect the data and treat it confidentially.
- 9 Primeo Energie collects only the data it needs for delivering its services and for processing and maintaining the customer relationship, i.e. for guaranteeing a high level of service quality, ensuring the security of operations and infrastructure, and for billing purposes.
- 10 We also refer to Primeo Energie's general data protection provisions (available at [primeoenergie.ch/ueberuns/datenschutz.html](https://primeoenergie.ch/ueberuns/datenschutz.html)).

## 9 Availability

- 1 Primeo Energie is committed to ensuring the highest possible availability of online applications without interruption. However, it does not guarantee that access to the online applications, functions and services can be used without interruption or disturbance.

## 10 Liability

- 1 Primeo Energie's liability is excluded to the extent permitted by law. Specifically, Primeo Energie accepts no liability for the accuracy and currency of information provided. Furthermore, Primeo Energie accepts no liability for the access options, access quality, or form of display; users must provide the hardware and software required for the access at their own risk and expense; Primeo Energie accepts no liability for lost data, for incomplete, delayed or otherwise improper transmission of data and services, for users who enter incorrect information in the online applications, or for any interruptions and disturbances in the online applications. Primeo Energie accepts no liability for the unauthorised disclosure or misuse of passwords and/or the user name. Each party bears its own transmission risk.
- 2 Primeo Energie provides publicly available information and opinions only for personal use and information purposes and can change them at any time and without prior notice.
- 3 Unless expressly stated as such, publicly available information in the online applications does not constitute a recommendation, an offer or a request to purchase or sell contracts or products, to carry out transactions or to conclude any legal transaction.
- 4 The information in online applications does not constitute a decision-making aid for economic, legal, tax or other advisory matters, nor may investment or other decisions be made solely on the basis of this information.
- 5 Information about annual costs based on previous consumption values, projections or information provided by the customer should be regarded as indicative, as the actual costs result only from the invoiced electricity consumption. The binding annual price is always based on actual consumption.
- 6 Users are liable for actions carried out under their user account and password/token or when authenticated via Google, Apple or another institution (in particular the misuse and/or illegal use of the online applications, for misuse of login details, or for unauthorised disclosure, including the improper storage of this data) – unless they can prove that they met the aforementioned due diligence obligations. The user must indemnify Primeo Energie against all claims by associated third parties and against any other resulting loss.
- 7 In particular, Primeo Energie is not liable for third-party content – especially for entries made and uploaded by business customers – or for the content and offers of linked sites.
- 8 The stated price targets may not be possible due to a wide range of market and risk factors, such as market and area volatility, decisions by companies or governments, insufficient or no access to complete and correct information and/or subsequent knowledge that the underlying assumptions of Primeo Energie or a third party do not apply. Primeo Energie therefore cannot guarantee the price targets shown in the online applications.
- 9 Primeo Energie accepts no liability whatsoever for losses or damage of any kind – whether direct, indirect or consequential – that may result from the use of or access to the online applications, links to third-party websites, or the use of offers by internet and service providers. Liability is limited to gross negligence and intent in every case.

## 11 Term

- 1 The user relationship begins with the user's authorisation and the associated acceptance of these Terms of Use and continues for an indefinite period.
- 2 Either party can terminate the registration at any time. Termination results in blocking of the access to the online applications.
- 3 The user can request that the account be deactivated at any time by notifying Primeo Energie. Access and the associated rights will then be deactivated.
- 4 Primeo Energie will delete the access to the online applications at the user's request.

## 12 Final provisions

- 1 Should any provision of the Terms of Use prove to be invalid for any reason, the remaining provisions are not affected. In this case, the parties must try to replace the invalid provision with one that matches the original intent as closely as possible. The same applies to any unintentional gaps.
- 2 The exclusive place of jurisdiction for disputes related to the Terms of Use is Arlesheim. Mandatory statutory places of jurisdiction remain reserved. Swiss substantive law applies.

Update: 5 January 2024