

GENERAL TERMS AND CONDITIONS AND FEES FOR THE USE OF SWISS E-CAR AG SHARING VEHICLES

21 FEBRUARY 2024



These General Terms and Conditions form an integral part of the contract between the customer and Swiss E-Car AG. When they register, the customer confirms that they have read and accept the General Terms and Conditions.

1. Scope

The General Terms and Conditions for the use of e-car sharing services through the „Swiss E-Car“ platform apply to all bookings by the customer with Swiss E-Car AG for the use of Swiss E-Car vehicles („E-Vehicle“).

Customers of Swiss E-Car AG are defined as natural persons who have registered through the „Swiss E-Car App“ or „portal.swissecar.ch“.

Through Swiss E-Car, Swiss E-Car AG (acting as broker) provides vehicles for short-term use to registered natural persons for private journeys and to registered natural persons for business journeys (hereinafter referred to as „Customers“) subject to availability (the maximum reservation period per rental is 6 days or 144 hours).

The Customer hires Swiss E-Car AG vehicles under the Swiss E-Car label on

a short-term rental basis using their customer account. The Customer concludes a rental contract each time they make a booking/reservation. Where a vehicle is provided, the rental contract for use of the vehicle is between Swiss E-Car AG and the Customer only.

Any Customer general terms and conditions that contradict or deviate from these General Terms and Conditions shall not apply unless explicitly accepted in writing by Swiss E-Car AG.

2. Contract

Customers apply to register for e-car sharing through the Swiss E-Car App or the portal „portal.swissecar.ch“. When a Customer applies to register, they must submit a copy/scan of their valid driver's licence.

Provided that all requirements are met and all necessary details and information have been provided, the Customer will receive confirmation of receipt of their application and a customer number by e-mail and a message in the app. The Customer sets a personal password for access to the portal and the app during the registration process.

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The Customer will receive confirmation of registration once all documents have been checked. Customers are only registered as users on the Swiss E-Car-Platform and able to make bookings once they have received that confirmation.

Swiss E-Car AG shall be entitled to reject registration applications without giving reasons.

3. Bookings and access to a vehicle

The Swiss E-Car App allows Customers to book vehicles and to access pre-booked e-vehicles without a key. Customers shall be liable to Swiss E-Car AG for any misuse of their accounts by third parties. Additional drivers are permitted; they must also have a valid driving licence in accordance with point 7. The account holder shall in such a case be liable as if they themselves had been driving (cf. 8 „Vehicle use“, provisions on additional drivers).

In the event of misuse, Swiss E-Car AG reserves the right to block access to the app without giving reasons and to withdraw the Customer's user authorisation. Existing reservations will be cancelled and the Customer shall not be entitled to compensation. Sums already payable by the Customer shall remain payable and cannot be reduced. Advance payments made by the Customer shall not be refunded.

4. 24-h hotline

In accordance with the information at www.swissecar.ch, a 24-h hotline („Hotline“) is available to Customers and users.

5. Rates and fees

The current rates and fees set out at www.swissecar.ch at the time of vehicle use apply. The Customer shall be notified of any changes to rates or fees during the reservation process before they complete their reservation.

6. Reservations

E-Vehicle reservations must be made online through the Swiss E-Car App or the Swiss E-Car booking portal before the Customer collects the vehicle: www.portal.swissecar.ch.

Once the Customer has successfully completed a reservation, they will receive confirmation through the app and by e-mail with all relevant reservation information. The rental contract between the Customer and Swiss E-Car AG shall come into effect upon receipt of the reservation confirmation.

Customers must specify the reservation period when they make their reservation. The minimum reservation period is 1 hour. The maximum reservation period is 6 days or 144 hours. Customers are able to change the reservation period before they start using the vehicle. The reservation period can only be extended if the E-Vehicle is available for the period requested and there is more than one hour between the next reservation and the extended reservation.

The E-Vehicle must be charged between each reservation and use. If the time between bookings is less than three hours, it may be the case that the E-Vehicle has not fully charged. Customers must consider this before starting their journey. Swiss E-Car AG accepts no liability for the actual battery charge at the start of use.

Reservations are charged to credit cards. To make a booking, Customers must ensure that they have enough credit on their credit card (booking costs plus CHF 50.00). Any additional administrative costs incurred as a result of manual termination of the booking by the hotline may result in costs for the Customer.

To the extent permitted by law, Swiss E-Car AG shall accept no liability for unsuccessful reservations or for other loss that occurs as a result of defects in the system (for example in the on-board computer or the reservation system).

7. Driver's licence

At the time they collect the vehicle, the Customer must be in possession of a driver's licence for the relevant vehicle category. That licence must have been issued or be recognised in Switzerland and must be registered with Swiss E-Car, and must not have been revoked or suspended, or lost, at the time the rental starts.

8. Vehicle use

Vehicle use is defined as the time between the Customer collecting and returning the vehicle („Vehicle Use“). Vehicle Use is only possible with the Swiss E-Car App and a valid reservation for the reservation period in question.

The Customer shall collect the E-Vehicle at the parking space specified by Swiss E-Car in the reservation confirmation and shall return the E-Vehicle to the same parking space. Before starting their journey, the Customer must check that the E-Vehicle is in a safe condition to drive in accordance with the Swiss Road Traffic Act [Strassenverkehrsgesetz]. Defects are to be reported immediately to the Hotline and the next steps agreed upon.

The Customer hereby acknowledges that a functioning and sufficiently good Internet connection is required for full app and E-Vehicle functionality. Such an Internet connection may not be available in some places, including but not limited to underground car parks, and this may affect functionality. Parking in underground car parks and any resulting emergency calls to the Hotline are at the Customer's own risk. Emergency calls may therefore incur costs for the Customer.

If the Customer drives the E-Vehicle beyond a radius of 250 km from the vehicle parking space and calls the Hotline in an emergency to request a call-out, the Customer may be charged for the costs of the call-out if the emergency was the Customer's own fault.

For longer booking periods, the Customer can, in consultation with the Hotline, obtain the key to the vehicle in order to reduce the likelihood of (charge-

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able) emergency calls.

The Customer is responsible for the E-Vehicle during Vehicle Use. The vehicle may be driven by another person (additional driver) with the Customer's consent. The Customer must ensure and is responsible for ensuring that additional drivers observe and comply with the provisions of these General Terms and Conditions and are fit to drive within the meaning of the Swiss Road Traffic Act.

The additional driver must also be in possession of a driver's licence for the relevant vehicle, and that licence must have been issued or be recognised in Switzerland and must not have been revoked or suspended, or lost, at the point they start their journey.

The Customer shall be responsible for the actions of additional drivers as for their own. The Customer must be able to prove at all times who was driving the vehicle (e.g. in the case of traffic fines, interference with use of property or other infringements of road traffic regulations) and has an obligation to provide Swiss E-Car AG with this information immediately on request.

The Customer undertakes to comply with the provisions of the Swiss Road Traffic Act and corresponding implementing decrees, in particular the Swiss Signage and Signalling Ordinance [Signalisationsverordnung], at all times during their journey.

Drivers of the E-Vehicle must not be under the influence of alcohol, medication or drugs, or otherwise in a condition that impairs their ability to react (e.g. overtiredness or illness). Smoking in the E-Vehicle is prohibited.

The E-Vehicle may not be used:

- to tow or otherwise move another vehicle
- for taxi rides
- at motor sport events or other competitions
- with too large a load, i.e. with a number of people or contents exceeding the loads specified in the vehicle registration document
- to transport hazardous substances of any kind
- for off-road driving (for example mountain roads)
- at demonstrations or rallies
- to display advertising
- for skid control courses, driving classes, learner sessions, etc.

For hygiene reasons, animals may only be transported in the E-Vehicle in suitable carriers (to be provided by the Customer). In the event of non-compliance, cleaning will be arranged and the Customer will be charged in full on the basis of actual costs plus an administrative fee of CHF 25.00 including VAT (cf. „Fair play and fees“). Swiss E-Car AG reserves the right to bring claims against the Customer for further loss due to failure to comply with this clause.

Seats, boot covers and other vehicle fittings are not to be detached or removed from the vehicle. All damage caused by improper or inappropriate use of

the vehicle shall be charged to the Customer in full, in addition to an administrative fee of CHF 25.00 incl. VAT (see „Fair play and fees“).

If the E-Vehicle is not at the parking space or is not available for due and proper vehicle collection (as a result of late return or because of an accident, for example), the Customer has a duty to call the Hotline immediately. The Customer shall not be entitled to a replacement vehicle or to compensation. In such a case, the booking fees will be refunded within a few working days.

9. Vehicle return

The Customer has a duty to return the E-Vehicle to the parking space specified in the reservation confirmation, clean and ready for use, no later than at the end of the reservation period. The Customer must not exceed the reserved time. The Customer is responsible for factoring in enough time for each reservation to ensure the vehicle is returned on time.

If the E-Vehicle is returned late, the Customer will be charged a fee of CHF 50.00 including VAT for the first half hour in addition to the standard rate. A further CHF 25.00 including VAT shall be charged for each subsequent full or part half-hour (cf. „Fair play and fees“). The partners reserve the right to bring claims against the Customer for further loss due to late vehicle return.

Once they have returned the E-Vehicle and irrespective of the battery level, the Customer has a duty to connect the vehicle to the charging point at the parking space and activate the charging point using the charging card/badge in the vehicle, returning the charging card/badge to the vehicle after activation. If a vehicle is not correctly connected to the charging point and the charging point is activated, Swiss E-Car AG reserves the right to charge the Customer a fee of CHF 30.00 including VAT (cf. „Fair play and fees“).

All battery-charged devices are to be disconnected and the windows and doors correctly closed and locked. The Hotline is to be notified immediately of any defects, including minor ones.

Swiss E-Car AG shall not be liable for any items left in or stolen from the E-Vehicle.

Maintenance and the regular cleaning of the E-Vehicle shall be carried out by Swiss E-Car AG or its partners. However, the Customer has a duty to remove clearly visible marks and dirt that they have caused during the reservation period, on both the inside and outside of the vehicle, at their own cost. If the Customer fails to deal with major stains/dirt they have caused, Swiss E-Car AG shall be entitled to charge, at cost, a cleaning fee in line with the level of dirt (cf. „Fair play and fees“) or, in the event of a repeat offence, to block the customer's access to the app or to revoke the customer's user authorisation.

10. Battery level/charging time

The E-Vehicle provided by Swiss E-Car AG is a fully electric vehicle. The Customer is aware that charging the E-Vehicle at a charging point takes longer than filling the tank of a conventional diesel or petrol vehicle. The range of the E-Vehicle will vary depending on the outside temperature and how the

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Customer drives, and is less than that of conventional vehicles. The Customer is responsible for ensuring an adequate battery level throughout the reservation period.

11. Breakdowns and damage to the E-Vehicle

In the event of defects, damage or other irregularities that do not affect the journey and/or safety of the E-Vehicle's occupants, such issues are nonetheless to be reported to the Hotline without delay after the return of the vehicle (see also service card in the E-Vehicle).

In the event of breakdowns or accidents that make it difficult or impossible to continue the journey and/or pose a risk to the safety of the E-Vehicle's occupants, the Customer shall consult the Hotline immediately.

General points:

- The Customer shall always notify the Hotline immediately in the event of a breakdown, damage or an accident.
- The Customer has a duty to complete a European Accident Report (a copy of the form is available in the vehicle) and send this to Swiss E-Car AG (Industriestrasse 20, 5001 Aarau) without delay.
- Irrespective of actual fault, the Customer shall not sign an admission of fault.
- Repair work may only be commissioned through Swiss E-Car AG.
- Breakdown services in Switzerland or abroad may only be requested through Swiss E-Car AG or after consultation with the Hotline; otherwise, the Customer shall bear the costs of the breakdown service.

The E-Vehicle is to be stopped immediately and the Hotline needs to be contacted for instructions if warning lights such as the ABS warning light or other red warning lights come on. In such cases, the Customer is prohibited from continuing to drive. Should the Customer cause operational damage (for example tyre damage, mechanical damage caused by incorrect handling, etc.) through negligence, the Customer shall bear the resulting costs and consequential loss in full.

12. Customer liability

The Customer shall be liable for all loss (including but not limited to tyre and glass damage) incurred by Swiss E-Car AG as a result of unlawful or careless actions or actions in breach of the contract on the part of the Customer or their associates. In the absence of both a damage notification and a police report, Swiss E-Car AG shall be entitled to assume that the last customer to use the E-Vehicle before the damage was found caused said damage, and to hold them accountable. The Customer shall have the right to prove that they were not responsible.

The Customer shall be liable for all loss irrespective of whether they were at fault. This includes but is not limited to tyre and glass damage and incorrect charging/failure to charge the E-Vehicle at the charging point.

The Customer shall be liable for all defects and damage to the E-Vehicle for which they are responsible. Such defects and damage include but are not limited to damage caused by failure to comply with the maximum vehicle height for car park entrances, underpasses, etc.; the incorrect use of snow chains; careless treatment of the vehicle interior (including but not limited to tears in and stains on carpets and upholstery, failure to switch off devices powered by the battery and failure to close/lock doors or windows); travelling on dirt roads (for example mountain roads) and generally careless handling (including but not limited to damage to the undercarriage such as steering system, gear unit or suspension damage; damage to the axles, rocker panels, lines, exhaust system, housing or cover panels), or incorrect handling of the E-Vehicle (mechanical damage to the gear unit, suspension, etc. that is not covered by insurance). If the Customer uses underground car parks, they do so at their own risk and shall bear the costs of any emergency Hotline call-outs required.

Liability shall include the costs of repairs, or the value of the vehicle in the case of a write-off, and further loss such as tow costs, the costs of an expert opinion, diminished value of the E-Vehicle, loss of revenue, legal costs and administrative fees.

If, in a specific case, payment is made in accordance with the Swiss E-Car AG insurance cover principles, the extent of the Customer's liability shall be reduced accordingly for each loss event. This release from liability does not apply to the cases of loss listed in point 12 of these General Terms and Conditions unless Swiss E-Car AG has cover for the loss in question in a specific case. The release from liability shall, furthermore, not apply to loss occurring during Vehicle Use by an unauthorised driver or for a prohibited purpose, in the case of the Customer fleeing the scene of an accident or of loss caused intentionally or through gross negligence as defined in the Swiss Road Traffic Act, including but not limited to cases of overtiredness and unfitness to drive as a result of alcohol or drug consumption, or to loss resulting from a load carried.

Any release from Customer liability by Swiss E-Car AG shall only be effective if made in writing.

13. Insurance cover

In accordance with the provisions of road traffic law, Swiss E-Car AG insures the E-Vehicles provided for use. It takes out liability and comprehensive insurance (including partial coverage) for each E-Vehicle.

Liability insurance: loss caused by the Customer with the E-Vehicle to other persons or to animals or objects. Excess: CHF 0.00

Collision insurance (including partial coverage): accidental damage of all kinds, even if the accident is caused by the Customer; damage caused by fire or acts of God such as hail, storms or flooding; glass damage and theft. Excess for collision insurance: CHF 1000.00

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Passenger and accident insurance: passenger and accident insurance cover is not provided. Vehicle occupants are covered by the standard motor vehicle liability insurance.

Swiss E-Car AG shall publish changes to the insurance terms and insurance benefits at www.swissecar.ch at least four weeks before.

14. Traffic violations

If fines or penalties are incurred in relation to Vehicle Use of the E-Vehicle and claimed from Swiss E-Car AG, the Customer shall reimburse Swiss E-Car AG the sum in question plus administrative fees of at least CHF 25.00 including VAT (cf. „Fair play and charges“). This does not apply to fines or penalties for which Swiss E-Car AG is responsible.

For the event of violations of road traffic regulations in Switzerland or abroad, the Customer gives Swiss E-Car AG their authorisation in advance to disclose the details of the contract to all relevant official bodies (the police, lawyers, road traffic licensing departments, etc.) in Switzerland and abroad.

The Customer shall be responsible for the conduct of proceedings and for all resulting costs (costs of representation, costs of proceedings, fines, etc.).

15. Journeys abroad

Foreign journeys are permitted to countries of the EU and EFTA states. The Customer is responsible for taking out supplementary insurance such as European road assistance cover. The insurance cover set out in 13 applies to trips in EU and EFTA states. For journeys abroad, the Customer is responsible for checking the statutory provisions that apply in the country in question.

If the customer or additional driver does not have a current residence in Switzerland, he may only drive the e-vehicle within Switzerland. He/she is obliged to inform himself/herself at the competent customs office about the applicable legal provisions with regard to the individual situation.

16. Changes of name and address

The Customer shall notify Swiss E-Car AG of any and all changes to the details provided when they booked (name, address, changes to driver's licence, etc.) before they next use the service, and/or update the information themselves in the app and/or portal.

17. Data protection

Swiss E-Car AG shall handle all customer data with care and in accordance with Swiss data protection law. Swiss E-Car AG only collects, stores, processes and/or transfers those data to third parties that are required for service provision, for processing and managing the customer relationship, and for billing. The current Swiss E-Car AG privacy policy applies.

The Customer consents to Swiss E-Car AG's:

- collecting information about them in connection with the contract and its handling
- disclosing their details to third parties for the purposes of debt collection

- using their data, in anonymised form, for its own marketing purposes and to provide customised offers

The Customer has the right to limit or prohibit the use of their data for marketing purposes at any time by contacting info@swissecar.ch.

Swiss E-Car AG manages and processes the personal data of the Customer in accordance with the current statutory provisions of Swiss data protection law. Swiss E-Car AG reserves the right to collect all necessary information for checking and handling the contract and the use of the E-Vehicle from public authorities and partners.

18. Other provisions

Swiss E-Car AG does not provide vehicle accessories (for example child seats, roof racks, carriers for animals, etc.).

The Customer shall not have any right of retention to the E-Vehicle for any claims asserted against Swiss E-Car AG.

The E-Vehicles have the motorway vignette required for Swiss motorways. Other charges in Switzerland and abroad such as pollution stickers, tolls, road traffic fees and foreign motorway vignettes are not included in Swiss E-Car AG services.

Swiss E-Car AG shall not be liable for loss or accidents suffered by the Customer on the way to or at the E-Vehicle parking space.

19. Final provisions

Swiss E-Car AG shall be entitled to amend these General Terms and Conditions, the applicable rates and fees and any and all other terms of its carsharing service. Changes shall be published with at least four weeks' notice at www.swissecar.ch and shall be deemed to have been read and approved by the Customer from that date.

Should one or more provisions of these General Terms and Conditions be or become invalid, this shall not affect or impair the validity or enforceability of the remaining provisions. The parties hereby undertake, in such a case, to replace the invalid provision with a legally effective provision that corresponds, as closely as possible, to the intent of the contract.

The parties hereby recognise the sole jurisdiction of the ordinary courts at the registered office of Swiss E-Car AG for disputes between the Customer and Swiss E-Car AG arising from or in relation to the contract, unless mandatory statutory provisions require other competent courts. The contract between the Customer and Swiss E-Car AG is governed exclusively by Swiss law.

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Appendix 1: Fair play and charges

The use of the Swiss E-Car App is free of charge.

Type	Periode	Charge
Surcharges and reminder charges		
Reservations and changes to reservations through the 24h service centre	per case	CHF 2.50
Processing fines (etc.); administration	per case	CHF 25.00
Reminders	per case	CHF 25.00
Lost property request (excluding postage)	per case	CHF 50.00
Insurance/loss events/fines		
Processing loss events (up to CHF 1'000)	per loss event	CHF 50.00
Processing loss events (ab 1'000 CHF)	per loss event	Cost plus CHF 75.00 administrative fee
Failure to submit damage notification	per loss event	CHF 250.00
Administrative penalties/traffic fines	per notice / fine	CHF 25.00
Handling tows (except in the case of breakdowns or accidents)	per case	Cost plus CHF 25.00 administrative fee
Insurance excess for loss event	per loss event	CHF 1'000.00
Loss of		
Vehicle documents	per case	Actuals costs, but at least CHF 80.00
Emergency charging badge	per case	CHF 50.00
Charging cable	per case	Actuals costs, but at least CHF 300.00
Cancelling/shortening/postponing/changing reservations		
Shortening/postponing reservation before start of reservation	per case	CHF 2.00
Cancellation before the start of reservation	per case	CHF 3.00
Failure to collect reserved vehicle	per case	CHF 5.00 plus CHF 25.00 administrative fee

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<ul style="list-style-type: none"> ▪ Change to reservation during booking ▪ Early return less than 30 min early ▪ Early return more than 30 min early ▪ Extension of booking time where this does not affect a subsequent booking 	per case	
Delays/delayed return		
Less than 5 min.		free of charge
Affecting a subsequent booking: for each subsequent full or part half hour		<p>Additional time at the hourly rate plus CHF 50 for the first half hour</p> <p>Additional time at the hourly rate plus CHF 25 for each subsequent full or part half hour</p>
Not affecting a subsequent booking		Additional time at the hourly rate
Additional charges		
Additional cleaning required (vehicle very dirty/smoke)	at cost	at least 50.00 CHF
Vehicle not correctly connected to charging point	per case	CHF 30.00
Vehicle left at wrong parking space	at cost	at least 50.00 CHF
Doors/windows not closed	per case	CHF 30.00
Service engineer required and Customer responsible (e.g. vehicle battery flat; mobile phone battery flat...)	at cost	at least 80.00 CHF
Vehicle provided to unauthorised parties	per case	CHF 500.00
Misuse/unauthorised use of the emergency charging badge	per case	at least 200.00 CHF
Hourly rate for additional expenses (specialist/engineer call-out, etc.)	per case	at actual cost