

Mobility agreement for business customers

Version 23rd Mai 2022

between
 Mobility Cooperative, Suurstoffi 16, 6343 Rotkreuz ("Mobility")
 and
 the business customer ("Customer")

1. PURPOSE

The Mobility agreement for business customers governs the legal relationship between the Customer and Mobility. It also serves as the basis for all business subscriptions, with this being regardless of their number, date of issue, type of subscription and the Customer's corporate structure (legal form, head office, branch offices, etc.).

This Agreement cannot be transferred to third parties.

2. RIGHTS AND OBLIGATIONS OF THE CUSTOMER, DEFINITION OF TERMS, MOBILITY BUSINESS SUBSCRIPTIONS

The Customer is the holder of all customer rights and obligations and in particular is also the party liable for all his employees' payment obligations. The Customer is responsible for ensuring that his employees observe and comply with the conditions of use and the contractual conditions of this Business Agreement.

The Customer defines the number of business subscriptions he needs in his order. He can increase this at any time. Sections 11 and 13 must be observed in the event of any decrease.

A distinction needs to be made between the following types of subscription for business subscriptions, with Mobility being able to create additional types of subscription and to adjust the existing types at any time:

- Personal business subscription (not transferable to other employees)
- Transferable business subscription (freely transferable between employees of the company)
- Personal business trial subscription, valid for four months
- Transferable business trial subscription, valid for four months
- Business-Light (= personal)

The current subscriptions and their conditions can be found on the Mobility website.

A personal Mobility Card is issued for every personal business subscription, and a transferable Mobility Card is issued for every transferable business subscription.

For the transferable business subscription, it is the Customer's obligation to inform the employees who are authorized by him to use the subscription about the way it works, in particular the "GTC and Privacy Policy", "Fair Play and Fees" and "This is how Mobility works" (all to be found on the Mobility website). The information for the personal business subscription is provided directly by Mobility.

The Customer determines the number of business subscriptions. Mobility invoices the Customer for the personal and transferable business subscriptions with the monthly subscription costs.

The terms reservation, reserve (or similar) equate at any time to booking or book (or similar).

3. CONDITIONS OF USE

In particular, the provisions of Mobility's "GTC and Privacy Policy", "Fair Play and Fees" and "This is how Mobility works" apply to the use (including Mobility Cards).

4. RATES

The relevant, current, applicable rates are valid for journeys and reservations. They can be found on the Mobility website.

This also applies to the current Business-Light rates in each case. The drive volume attained with the Business-Light subscription is incorporated into the Customer's turnover entitling him to a discount.

5. DISCOUNT SYSTEM

The total drive volume for all the Customer's business subscriptions is added up at the end of the calendar year. If the total comes to less than CHF 5'000, the Customer will also drive at the business rate in the next calendar year. If the total comes to CHF 5'000 or more, the Customer will benefit from the corresponding discount level in the following calendar year.

6. OFFER AVAILABLE FROM MOBILITY

For the duration of the business subscription, the Customer or his employees may use Mobility vehicles at all Mobility stations according to individual needs and after making a prior reservation:

- For the transferable business subscription, Mobility's services are available to all the Customer's employees;
- For the personal business subscription, only employees in whose names the business subscription is issued are authorised to use it.

7. GTC AND PRIVACY POLICY, "FAIR PLAY AND FEES", "THIS IS HOW MOBILITY WORKS" AND PAYMENT FOR USE

With his signature, the Customer confirms that he has read the "GTC and Privacy Policy", "Fair Play and Fees" and "This is how Mobility works" and acknowledges them to be integral parts of this Business Agreement.

The Customer takes note that the use of Mobility is subject to payment and that he is responsible for the costs of Mobility usage by his employees (cf. also section 2). The travel costs are made up of:

- **Mobility Return:** Hourly and kilometre rates for our location-based offer
 - **Mobility Go:** Charge per minute reserved for our free-floating offer
 - **Mobility One-Way:** Hourly and kilometre rates for single journeys and a supplement, which may vary depending on the distance or on a periodic basis.
- Monthly subscription or reservation fees for reservations made via the 24hr Service Center may be applicable to any of the services in addition to any other fees. You can find the current rates on our website.

8. DRIVING LICENCE

The personal business subscription is only issued to people holding a valid Swiss driving license for the appropriate vehicle category. Mobility must be informed immediately if the driving license is withdrawn.

9. LIABILITY, LIABILITY REDUCTION AND INSURANCE PAYMENTS

To the extent permitted by law, Mobility declines all liability for damage arising as a consequence of failures of the system (e.g. on-board computer or reservation system) or Mobility vehicles.

The details of the insurance payments and the Liability Reduction are stipulated in the "GTC and Privacy Policy and the documents referred to therein". These can be found on the Mobility website.

10. START OF THE AGREEMENT

The Mobility agreement for business customers becomes effective once the Customer has accepted it electronically and Mobility has not declined the conclusion of the Agreement within ten working days.

11. LENGTH OF VALIDITY OF THE SUBSCRIPTION AND START OF THE BOOKING ENTITLEMENT

The period of validity of a business subscription, along with any Liability Reduction (unless this is only agreed at a later stage), starts when the subscription is issued by Mobility.

The minimum period of validity for the business subscription is twelve months. Likewise for the Liability Reduction, unless the business subscription expires earlier (then both end at the same time; cf. section 13).

If they are not terminated in writing by four weeks before the minimum period of validity expires, the business subscriptions and the Liability Reduction are automatically extended (cf. section 13).

The right to apply the special rules for the business trial subscription (fixed period of validity of four months) is reserved.

The booking entitlement for the transferable business subscription starts when the subscription is issued. For personal business subscriptions, the booking entitlement begins on receipt by Mobility of a copy of the valid Swiss driving licence for the authorised employee.

12. CHANGES

The personal business subscriptions can be transferred to the names of other employees of the Customer at any time. Mobility issues the new employee with a new Mobility Card. Mobility is entitled to charge the Customer a fee for changing the subscription.

13. CANCELLATION OF THE BUSINESS SUBSCRIPTION AND TERMINATION OF THE AGREEMENT

The cancellation of a business subscription is possible as from the second year, provided that a four-week period of notice is adhered to as of the end of the month. Notice of termination must be given in writing.

This agreement automatically ends on expiry of all the business subscriptions, or of the last subscription.

If a business subscription is cancelled, then the associated Liability Reduction is also deemed to have been cancelled on the same date.

14. TERMINATION BY MOBILITY FOR GOOD CAUSE

If there is good cause, Mobility is entitled to do the following at any time at its own discretion:

- withdraw the booking entitlement for individual or all business subscriptions without notice;
- rescind individual or all business subscriptions without notice;
- cancel existing reservations;
- terminate the Mobility agreement for business customers unilaterally without notice.

Termination without notice of this agreement by Mobility results in the immediate cancellation of all business subscriptions and reservations already made.

The following are in particular deemed to constitute good cause: late payment (in spite of a reminder), improper handling of vehicles, use of vehicles by unauthorised third parties and violation of significant contractual obligations by the Customer and/or his employees.

15. PRICE CHANGES AND AMENDMENTS TO THE AGREEMENT

Mobility is entitled to amend this Business Agreement unilaterally at any time, along with all its component parts, in particular the "GTC and Privacy Policy", rates, "Fair Play and Fees" and "This is how Mobility works". The customer will be notified of any amendments in an appropriate form and they shall be regarded as approved by the customer from this date onwards.

16. SUPPLEMENTARY PROVISIONS FOR ASSOCIATIONS

Unless determined otherwise by the articles of association, the association's funds are exclusively liable for the obligations of the association. Mobility requires a copy of the articles of association before the association can be accepted as a Mobility customer. This offer for corporate customers is limited exclusively to the use of Mobility services for the purposes of the association.

17. VALUE-ADDED TAXES

All amounts are exclusive of VAT.

18. PROCEDURES IN THE EVENT OF CONTRADICTIONS AND DIFFERING AGREEMENTS

If any parts of the Agreement are contradictory, they will be applied in the following order: 1. [Mobility agreement for business customers](#), 2. ["GTC and Privacy Policy"](#), 3. ["Fair Play and Fees"](#), 4. ["This is how Mobility works"](#).

This is subject to differing agreements between the Customer and Mobility.

19. APPLICABLE LAW AND PLACE OF JURISDICTION

The legal relationship between the Customer and Mobility is governed by Swiss substantive law.