

Mobility agreement for private customers

Version 01.11.2018

between

Mobility Cooperative, Suurstoffi 16, 6343 Rotkreuz (“Mobility”)

and

individual customer (“Customer”)

1. PURPOSE AND EXCLUSION OF THE TRANSFERABILITY

The Mobility agreement for private customers governs the legal relationship between the customer and Mobility. It is not transferable.

2. SCOPE OF APPLICATION

This agreement applies for all Mobility customers (natural persons) for all Mobility offers, for example:

- Members or co-members of the cooperative;
- customers with a Mobility subscription (e.g. an annual or trial subscription);
- customers with a Click & Drive offer.

This agreement does not apply to Mobility Business offering.

You can find the latest terms and conditions for each offer at www.mobility.ch/solutions.

3. MOBILITY OFFER

The customer can use all Mobility vehicles at all Mobility stations depending on their individual needs and after making a prior reservation.

4. APPLICABLE TERMS AND CONDITIONS, RATES AND CHARGES

The customer confirms that he/she has read, understood and taken on board the GTC, the privacy statement and the “This is how Mobility works” and “Fair Play and Fees” documents. They form integral parts of this agreement. The same applies for any applicable rates at this particular time.

The customer also confirms that he acknowledges that he must pay to use Mobility’s services.

The travel costs are made up of:

- Hourly and kilometer rates for our location-based offer
- Charge per minute reserved for our free-floating offer
- Hourly and kilometer rates for single journeys and a supplement, which may vary depending on the distance or on a periodic basis.

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 under “Vehicles& stations/Rates”

5. DRIVING LICENCE AND VERIFICATION OF ITS VALIDITY

The customer confirms that he has a driving licence valid in Switzerland for the relevant vehicle category and undertakes to provide Mobility with a copy that is clearly legible. Mobility must be informed immediately, if the driving licence is withdrawn or expires. The use of Mobility vehicles without a valid driving licence is prohibited and will lead to criminal proceedings.

The customer hereby authorises Mobility to enquire at the licensing authorities at any time during the period of validity of the agreement as to whether he holds a valid driving licence at the time of such an enquiry and whether the driving licence has been withdrawn or suspended. Inspection of the register of administrative measures (AD-MAS) is not permitted.

6. TERMS OF PAYMENT

Invoices fall due for payment upon the date of issue. They must be settled by the time limit stated on the invoices.

7. LIABILITY

As far as legally permissible, Mobility cannot be held liable for any damage caused as a consequence of system (e.g. on-board computer or reservation system) or Mobility vehicle defects.

8. START OF THE AGREEMENT AND START OF THE RIGHT OF USE

The customer submits a binding offer when registering for/reserving one of Mobility’s offers (including subscriptions), be it online, over the phone, in person or in writing (including via email). The agreement enters into force when Mobility unconditionally accepts the registration/reservation. The registration/reservation can also be accepted in writing (including via email), over the phone, online or in person. Receipt of the confirmation of registration/reservation is an indication that Mobility has received the registration/reservation and has accepted it, and that the agreement is therefore in force.

The customer’s right of use starts after Mobility receives his first subscription fee, a copy of his driving licence (see section 5) and, if applicable, a copy of his discount entitlement.

9. DURATION AND TERMINATION OF THE AGREEMENT AND THE RIGHT OF USE

The Mobility agreement for private customers remains valid for an indefinite period, provided that neither of the contracting parties provides notice of termination.

Notice of termination must be submitted in writing or via email.

Both contracting parties may terminate the Mobility agreement for private customers at any time at the end of the term of the offer in question, with a period of notice of four weeks. The following sections remain reserved.

If the customer terminates his offer (including his subscription), he shall be automatically assigned to the free Click & Drive, unless he expressly states that he does not want this offer. The Mobility agreement for private customers (basic agreement) then continues to apply. On the contrary, Mobility can also actively assign existing customers to the Click & Drive offer, unless they expressly state that they do not want it.

Termination by a member of the Mobility cooperative or vis-à-vis a member of the Mobility cooperative also serves as a resignation from the Mobility cooperative. Resignation from the Mobility cooperative will be effective in accordance with the Articles of Association by the following 30 June or 31 December, with a notice period of six months. The share certificate of the member of the cooperative will be refunded according to the terms of the Articles of Association without payment of interest. If the customer resigns from the cooperative, he shall be automatically assigned to the free Click & Drive, unless he expressly states that he does not want this offer.

The customer’s right of use (including for Click & Drive) shall lapse at the same time as the Mobility agreement for private customers.

10. PRICE CHANGES AND AMENDMENTS TO THE AGREEMENT

Mobility is entitled, unilaterally and at any time, to amend this agreement with all its component parts, in particular the GTC, privacy statement, “Fair Play and Fees”, “This is how Mobility works” and the rates. 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.

11. PROCEDURE IN THE EVENT OF CONTRADICTIONS AND DEVIATING AGREEMENTS

If any parts of the agreement are found to be contradictory, the following documents shall apply in the order listed below: 1. Mobility agreement for private customers, 2. GTC; 3. “Fair Play and Fees”; 4. “This is how Mobility works”.

12. APPLICABLE LAW AND PLACE OF JURISDICTION

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

The place of jurisdiction is the customer’s domicile or head office. However, the customer may also file a complaint against Mobility at its place of business.