General Terms & Conditions of Mobility-Carpool

Version 14 May 2018

§ 1 SCOPE

The following General Terms & Conditions ("Carpool GTC") apply to all contractual relationships between Mobility Cooperative ("Mobility") on the one hand and the "Drivers" and "Passengers" (both hereinafter referred to jointly as "Customers") on the other, insofar as they use the Mobility-Carpool offer in Switzerland (excluding neighbouring countries).

If the use of a Mobility vehicle is involved, the GTC of Mobility shall also apply as amended from time to time.

§ 2 CARPOOL OFFER

With the Carpool offer, Mobility enables its customers to form car pools via a platform (hereinafter the "Carpool offer"). This platform enables passengers to find a driver for a specific route or drivers to find passengers for a planned route. Passengers contribute to the costs of drivers. Using third-party providers, Mobility enables customers to share the costs and withdraw from arrangements if the journey is cancelled or not initiated.

Mobility ensures that the customer genuinely is the contracting party. Customer insurance refers to the General Terms & Conditions of Stripe, which can be seen at https://stripe.com/ch/connect/legal#translation-de in particular the "Stripe Connected Account Agreement" (Link), the Stripe Service Agreement and the other agreements established between the Customers and Stripe as a result of use of and registration with Stripe.

Customers must observe all legal requirements, in particular the provisions on Road Transport Law.

Mobility merely facilitates the bringing together of drivers and passengers. Disputes between driver and passenger regarding all aspects of transport and any consequences arising therefrom must be solved by the Customers themselves.

Customers should be aware that insurance companies offer passenger insurance. Before initiating a journey, each Customer should individually determine whether a passenger may only be carried if such insurance is taken out and in form the driver of this beforehand. Passenger insurance is usually advantageous to passengers.

All forms of commercial passenger transport are forbidden. Drivers must ensure that they are not violating any third-party rights by making a journey (e.g. under a hire or leasing contract).

§ 3 CONCLUSION AND TERMINATION OF CONTRACT

By registering an account on the platform, the Customer accepts this Carpool GTC.

Mobility is entitled to make changes to the Carpool offer, terminate it or immediately terminate its contractual relationship with individual Customers at any time, with immediate effect. Mobility shall then be free to exclude a Customer from the Carpool offer at any time. The Customer is not eligible for participation in the Carpool offer. In particular, the contractual relationship terminates in the event of a violation of this Carpool GTC or the Fair Play rules if, based on ratings or feedback from customers, Mobility deems such termination necessary. The Fair Play rules form an integral part of this Carpool GTC. In any event, Mobility shall have sole discretion to terminate the contractual relationship. The Customer has no right to the exclusion of another Customer. In case of termination of the contract, the pay out of a possible credit to the Customer will only take place at an amount in excess of CHF 25.-- after deduction of expenses.

§ 4 PREREQUISITE FOR USE OF THE CARPOOL OFFER

Customers (drivers and passengers):

In order to use the Carpool offer, Customers must download the Mobility-Carpool-App, register and open a Carpool account. They must provide the requested information when registering. Their login details are to be kept secret. The use of third-party providers, Mobility enables customers to share the costs and withdraw from arrangements if the journey is cancelled or not initiated. Customer insurance refers to the General Terms & Conditions of Stripe, which can be seen at https://stripe.com/ch/connect/legal#translation-de in particular the "Stripe Connected Account Agreement" (Link), the Stripe Service Agreement and the other agreements established between the Customers and Stripe as a result of use of and registration with Stripe.

Customers are obliged to provide Mobility with truthful information. When getting into a vehicle, Customers shall make sure that the driver or passenger genuinely is the contracting party.

Customers must be of legal age. Customers who have not yet reached the age of majority may only use the Carpool offer as passengers with the consent of a legal representative (mother, father, or parental authority). Children aged under 13 years may only travel if accompanied by a legal representative. Furthermore, luggage and animals may not be placed in a vehicle without their owner. Once registered, Customers must have the facility to rate other Customers after shared journeys. They agree to be rated and to its publication.

Customers must observe all legal requirements, in particular the provisions on Road Transport Law.

Drivers (additional requirement):

Drivers must hold a Category B driving licence that is valid in Switzerland and must at all times observe all the legal requirements with regard to the vehicle and journeys made in it. Only shared journeys in Category B vehicles are permitted. The vehicle driven by the driver must have valid owner's liability insurance and the driver must satisfy the requirements of that insurance at all times in order to drive the vehicle.

When on the platform the driver and passenger agree on a journey at a specific date, as the driver sharing that journey and as the passenger participating that journey, both the driver and passenger conclude a binding agreement. They commit on the agreed date, meeting point and destination for the journey. They further oblige to pay the costs and cancellation costs as per the tariff (see www.mobility.ch/carpool). Customers form car pools based on mutual consideration and respect (Fair Play rules). This includes, among other things, cleanliness, adequate communication and fair ratings.

Customers must at all times observe all the legal requirements with regard to the vehicle and must ensure that the driver or passenger genuinely is the contracting party. Customer insurance refers to the General Terms & Conditions of Stripe, which can be seen at https://stripe.com/ch/connect/legal#translation-de in particular the "Stripe Connected Account Agreement" (Link), the Stripe Service Agreement and the other agreements established between the Customers and Stripe as a result of use of and registration with Stripe.

Mobility merely facilitates the bringing together of drivers and passengers. Disputes between driver and passenger regarding all aspects of transport and any consequences arising therefrom must be solved by the Customers themselves.

Mobility’s service is limited to the Carpool offer pursuant to Section 2. To the extent permitted by law, Mobility excludes any warranty or liability in connection with the Carpool offer. In particular, Mobility accepts no warranty or liability in connection with the journeys, the ratings given or interruptions to the platform caused by system issues.

Mobility does not undertake any transport. Mobility cannot be held responsible for Customers’ behaviour, in particular for the transport or quality of transport of passengers by drivers. Should a warranty or liability nonetheless be attributed to Mobility, to the extent permitted by law Mobility disclaims any warranty or liability.

Should Customers qualify as auxiliaries of Mobility, any warranty or liability for auxiliaries is excluded.

§ 5 AGREEMENT ON TRANSPORT

The amount of the contribution towards costs is based on the applicable tariffs for the Mobility-Carpool offer. There are several tariff zones, depending on the route distance. The contribution towards costs is charged to the passenger's credit card at the time of booking, in accordance with the third-party provider's conditions (Section 7) and regularly transferred to the driver upwards of a minimum amount specified by Mobility. After agreeing to form a car pool, the passenger and driver may only cancel the journey and withdraw from the agreement in accordance with the charges set out in the "Mobility Carpool" factsheet. The driver is not entitled to demand a higher price or to agree with the passenger that a higher number of passengers have been effectively booked.

§ 6 COMPENSATION AND CANCELLATIONS

Compensation payments to the driver, the charging and transfer of cancellation charges and all payments between users are handled exclusively via Stripe Payments Europe Ltd., Dublin (hereinafter: "Stripe"). With regard to this offer, Mobility refers to the General Terms & Conditions of Stripe, which can be seen at https://stripe.com/ch/connect/legal#translation-de in particular the "Stripe Connected Account Agreement" (Link), the Stripe Service Agreement and the other agreements established between the Customers and Stripe as a result of use of and registration with Stripe.

§ 7 COMPENSATION AND CANCELLATION PAYMENTS

§ 8 SERVICE INTERRUPTIONS

§ 9 DISCLAIMER OF WARRANTY AND LIABILITY BY MOBILITY

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§ 10 INTELLECTUAL PROPERTY

The Carpool app and all statements made with the Carpool offer are protected by copyright.

§ 11 CHANGES AND ENTRY INTO FORCE

Mobility is entitled to amend this Carpool GTC at any time. Changes will be communicated to Customers in a suitable form and published on the website www.mobility.ch/carpool. Changes shall take effect upon their publication.

§ 12 APPLICABLE LAW

The legal relationship between Mobility and its Customers is governed by substantive Swiss law, to the explicit exclusion of the Vienna Sales Convention or any conflict of law provisions of international private law.

The sole place of jurisdiction for disputes between Mobility and Customers is the City of Lucerne.

Privacy statement

§ 1 SCOPE OF APPLICATION

This statement is geared towards anyone in Switzerland (excluding neighbouring countries) who uses the Carpool offer in Switzerland. Protecting customers’ personal privacy is a top priority for us. Therefore, Mobility deploys appropriate technical measures in order to protect the personal data collected. In order to offer an optimal service, Mobility collects data that are generated when the Carpool offer is used or that are made available by Customers. Mobility only retains these data for as long as necessary for the purpose indicated in each case or pursuant to legal requirements. By using the Carpool offer, you agree to the use of data in accordance with this privacy statement.

§ 2 DATA COLLECTED AND INTENDED PURPOSE

The personal data that you disclose when using the Carpool offer are always collected. When you open an account, for example, the personal data on the account-opening form are collected, in particular last name, first name, date of birth, address, mobile phone number and email address. In addition, data for payment processing are collected, such as credit card and bank account details. Each Customer must upload an identity document directly to the app for verification purposes. Anyone wishing to offer journeys in their private car must also provide details of their private car. In this case, the IP address, the channel, the date of registration, the acceptance of the Carpool GTC and any other contract documents are collected. Mobility requires these data for the purposes of concluding contracts and processing reciprocal contractual services.

When the Carpool offer is used via the Carpool-App or the web application, Mobility collects, for example, the location and movement data of the device or the location data of the web application and the information necessary in order to provide the Carpool offer (especially location, time and route of the car pool, Customers’ personal data) or that are disclosed by you (such as your name, profile picture, telephone number and – if available – a picture of the private car and the car licence plate). When contact is made with our 24h Service Centre, we record the call for internal training and quality assurance purposes or in order to reconstruct the situation in the event of a complaint. When services of our partner companies are used, such as Stripe or other third-party providers, as the Customer you enter into a separate contractual relationship with those third parties. We recommend that customers refer to the privacy statements of these third-party providers.

§ 3 SHARING OF DATA

Mobility shares personal data with third parties to the extent necessary in order to conclude the contract, process reciprocal contractual services and verify contact details and, on your behalf, for the promotional purposes of Mobility itself and of other companies working in individual mobility services, especially car sharing and associated services, as well as with authorities in accordance with the legal provisions. This excludes selling addresses across the board.

§ 4 COOKIES, WEB ANALYTICS AND SOCIAL PLUGINS

When you access our website or app, we use cookies and other identification technologies. These serve to authenticate our customers and store their settings as well as to analyse our website and place and assess advertising campaigns. Cookies of third-party providers are also used, which contain information about the use of the website that is sent to and stored on servers of those third-party providers (such as Google). For more information on this, please refer to the guidelines of the third-party providers, including Google http://www.google.com/privacy.html. This service can be disabled via the following link: https://www.google.com/settings/u/0/ads. You can further prevent the creation of cookies in general by adjusting your browser settings. Our websites use social plugins (“plugins”) run by social networks (e.g. facebook.com and youtube.com). The plugins are identified by the logo of the corresponding social network. For more on how data is being collected by the operators of plugins, please refer to the respective operator’s data protection regulations.

§ 5 RECTIFICATION AND DELETION OF PERSONAL DATA

You may request the rectification, updating or deletion of the personal data transmitted to us at any time, provided we are not required by law to retain those data or the modification does not entail a disproportionate amount of effort. Please e-mail carpool@mobility.ch if you would like your personal data to be deleted, by choosing “Delete personal data” in the subject line and a description of your request.

§ 6 CHANGES AND ENTRY INTO FORCE

This statement may be updated at any time in accordance with the regulations stipulated in the Carpool GTC.

§ 7 CONTACT

Please e-mail carpool@mobility.ch if you have any questions or suggestions for improvement concerning this privacy statement.