

General Terms & Conditions (GTC)
and privacy statement of Mobility
Cooperative
Sharing services involving Mobility vehicles



A few rules – many satisfied Mobility customers.

Just being fair

Dear Mobility Customer,

Being mobile with Mobility is easy – reserve, get in, drive, pay.

To ensure that this tried-and-tested system operates smoothly, a few rules are needed. These are set out in these General Terms and Conditions (GTC), issued by the Mobility Cooperative.

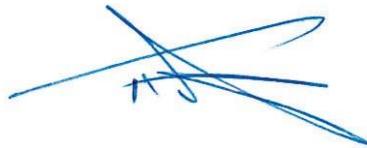
Thank you for observing these GTC. In doing so, you are making an important contribution to promoting carefree mobility and satisfaction for yourself and for all other Mobility customers.

Do you have any questions? Simply call our 24h Service Center on 0848 824 812. We are always happy to help you.

Mobility wishes you happy journey!

Yours sincerely,

Mobility Cooperative



Roland Lötscher
Managing Director (CEO)



Luisa D'Amato
Head of Operations (COO)

These GTC enter into force on 12 January 2022. Subject to change.

mobility

1 SCOPE

Thank you for your interest in the Mobility Cooperative (hereinafter "Mobility") and for the confidence you place in us. We recommend that you pay close attention to the following General Terms & Conditions. Unless otherwise explicitly agreed, these GTC apply to all contractual relationships between the customer (incl. member of the cooperative) and Mobility. The services provided by Mobility are subject to the rates and charges "Fair play and fees" as well as other documents applicable at the time of supply. "Fair play and fees" details are described on www.mobility.ch/rates and www.mobility.ch/fairplay.

Except with the express written consent of Mobility, any General Terms and Conditions of the customer that conflict with or deviate from these GTC shall be deemed inadmissible, even if the relevant General Terms and Conditions of the customer are subsequently introduced to serve as the basis for the contractual relationships between the customer and Mobility.

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

Mobility Return: With Mobility Return you pick up your reserved vehicle from your selected Mobility station and return it to the original station after the journey.

Mobility One-Way: With Mobility One-Way, you pick up your reserved vehicle from your selected starting Mobility station and leave it at the binding Mobility station destination.

Mobility Go: Book a free Mobility Go-vehicle in your area, drive as far and as long as you want. A return to the starting point of the trip is not necessary. The Mobility Go zones are limited to an operating area defined by Mobility. The current limits of the Mobility Go zone and the applicable parking rules per city in which Mobility Go is offered can be viewed at www.mobility.ch or in the Mobility App.

2 CONCLUSION OF AGREEMENT

The agreement between the customer and Mobility enters into force when Mobility unconditionally accepts the registration/reservation. The registration/reservation and its confirmation can occur in writing (including email), via the telephone, online via the internet 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. Registrations and applications may be refused by Mobility without stating reasons. Customers who hold a driving licence but are aged under 18 may only conclude an agreement with Mobility with the consent of their legal guardian (mother, father or person with right of custody).

3 MOBILITY LOGIN, MOBILITY CARD AND OTHER ACCESS MEDIA

- a Each customer has their own client login data (Mobility number, PIN Code or password). The disclosure of customer login data to third parties is not permitted. For each case of culpable infringement, damages resulting therefrom will be claimed.
- b After concluding an agreement, new customers receive a Mobility Card by post; alternatively, they can retrieve the card from the vehicle glove box. In case the customer uses an alternative device to open a vehicle (see following passage Ziff. 3 lit b) Mobility reserves the right to renounce sending the Mobility Card. The term "vehicles" as used hereinafter refers to all transportation vehicles provided by Mobility. The Mobility Card gives access to vehicles fitted with an on-board computer. The Mobility Card, any cards of partner companies and any other means to access the transportation vehicles are hereinafter referred to as "access media", particularly in this section 3. Access media of partner companies (public transport service etc.) may also be provided. In this case, the partner company is responsible for the access medium concerned (e.g. for replacement media). The regulations of the partner apply to reimbursements. Some business customers such as legal entities, companies and institutions use their own access media for access to the Mobility vehicle. These access media are the property of the customer in question, which must replace a lost, damaged or stolen access medium at its own expense.
- c The access medium – subject to the rules for business customers – is personal, may not be passed on to third parties and must be kept safe. Customers are liable for any misuse by third parties (e.g. unauthorised passing on or failure to report loss) and any losses arising as a result. An access medium (personal or transferable) may be used to operate only one vehicle at a time.
- d If an access medium is lost or stolen, this must be reported at once to the 24h Service Center and, if applicable, a cooperation partner or the customer's own organisation.
- e Mobility and/or the partner company are entitled to charge a fee (cf. "Fair play and fees") for replacing a lost, stolen or damaged access medium, and for temporarily blocking an access medium. Mobility may only arrange a temporary block for Mobility services.
- f Mobility reserves the right to withdraw or block the access medium at any time without stating reasons (withdrawal of the right of use). The access medium loses its validity for procuring services from

the date of blocking. Mobility will cancel existing reservations. The reduction of any existing claims asserted by Mobility and/or the reimbursement of any payments that have already been made are excluded, as are claims for damages by the party entitled to the access medium or the party directly or indirectly entitled to use it. Any use of a withdrawn, blocked or invalid access medium is prohibited. Mobility reserves the right to claim damages and to impose sanctions under criminal law.

- g Access media cannot be deposited with Mobility. Depositing the access medium with a partner company will have no effect on Mobility's terms of use; in particular, an extension of the right to use Mobility services corresponding to the duration of the deposit is excluded.

4 RESERVATION

- a Stating their login data, the customer must reserve the vehicle in the desired category via a Mobility reservation channel prior to commencing the journey. Reservations via the 24h Service Center are subject to charges.
- b Mobility customers living in the same household can form part of a 'rental start group', which enables them to use their personal Mobility Card to make use of the reservations made by other members of the same group. There is no need for the person making the original reservation to travel along. Mobility customers not part of a 'rental start group' may drive a Mobility vehicle provided that the person making the reservation is travelling along. Non-Mobility customers may not drive under any circumstances a Mobility vehicle (cf. section 5 lit. a).

5 RUNNING THE VEHICLE

- a The vehicle is considered to be in use for the period between its collection and its return. Moreover, any action connected with the use of a Mobility vehicle is deemed to constitute vehicle use.
- b The customer is only entitled to use a vehicle, if he is a Mobility subscriber or a member of the cooperative, has a valid reservation and is in possession of a driving licence that is valid in Switzerland for the relevant vehicle category. The customer himself is responsible and liable for compliance and fulfilment of all additional information and restrictions of the driver's licence. Non-compliance will result in claims for damages and criminal prosecution. The customer must drive the vehicle himself and may not pass the vehicle on to third parties or allow third parties to drive it (for these purposes, other Mobility customers entitled to drive do not count as third parties (cf. section 4 lit. b)). Mobility must be informed immediately, if the driving licence is withdrawn. The customers authorise Mobility to enquire with the competent authorities at any time, both upon registration and for the entire duration of the contract, to verify that they hold a valid driving licence and that it has not been withdrawn or the customer disqualified from driving.
- c Mobility vehicles may not be driven under the influence of alcohol, medication or drugs, or in any other condition affecting the driver's ability to react (e.g. overtiredness or illness).
- d Prior to commencing the journey, the customer must check that the vehicle is in a roadworthy condition in accordance with the Road Traffic Act. If there are small defects or maintenance work is required, the ensuing course of action must be discussed with the 24h Service Center before commencing the reservation (cf. section 9).
- e Prior to commencing the journey as well as during the journey, the customer must ensure that the range of the vehicle (especially electric vehicles) is sufficient to be able to park the car at the end of the journey at the Mobility-Station or in a permitted parking space within Mobility operating area (cf. section 6 i).
- f Actual damage and safety-relevant defects must be reported to the 24h Service Center immediately and before commencing the drive (cf. section 9 b).
- g Smoking is not allowed in Mobility vehicles.
- h Mobility vehicles may not be used
 - to tow or move another vehicle
 - for taxi rides
 - at motor racing events or other competitions
 - in an overloaded state, i.e. with a number of passengers or a load capacity exceeding the values specified in the vehicle registration document
 - to transport hazardous substances of any kind
 - in a way which is in breach of the general road traffic regulations or regulations for use of the private land in question
 - for driving off road or on roads not open to the public
 - at demonstrations or rallies
 - as advertising vehicles
 - for cross-country rides courses, driving courses, etc. other than those offered explicitly by Mobility, or those for learner drivers prescribed by law
- i Exceptions to these rules of use must be approved by Mobility. For reasons of hygiene, animals – insofar as their transportation is legally permissible in the given case – may only be transported in

special containers or on a blanket. The vehicle must be thoroughly cleaned afterwards at the customer's own expense. Failure to comply with the above will result in the vehicle being cleaned by Mobility and the cost, plus a fee, charged to the customer.

- j Bicycles can be parked on Mobility outdoor parking spaces, provided that they do not hinder people's access to other vehicles or obstruct other vehicles and/or other customers. Mobility does not accept any liability for parked bicycles. Bicycles may not be parked in indoor Mobility parking spaces. Bicycles left there will be removed at the customer's own expense and risk.
- k Passenger vehicle may only be used for transporting people. Bulky items must be transported in Transport category vehicles. Bulky items may also be transported in the cargo space of Combi (estate car) category vehicles. Seats, boot covers or other vehicle installations may not be removed from the vehicle or dismantled.
- l The customer will be invoiced for all damage caused by the improper or inappropriate use of the vehicle.
- m Mobility is entitled to reject orders for services, in particular the use of vehicles, without stating reasons.
- n All Mobility vehicles come with the toll stickers required for Swiss motorways insofar as the vehicles are approved to run on motorways. Mobility is not liable for other domestic and foreign fees such as environmental charges, tolls, road traffic charges or foreign motorway toll vignettes etc. as they are not included in the Mobility services.

6 VEHICLE RETURN

- a The vehicle must be returned in a clean and operational condition,
- b Before the reservation is completed, the customer undertakes to deposit all movable materials (such as ice scrapers, blue zone parking cards, etc.) in the designated location (glove compartment, center console, etc.) of the vehicle.
- c Clearly visible dirt caused by the customer (both inside and out) as well as any waste must be removed by the customer at his own expense during the reservation period. Failure to comply will result in the customer being charged a fee by Mobility in accordance with the "Fair play and fees".
- d Upon returning the vehicle, all battery-operated equipment must be turned off and windows, doors and lockable storage compartments properly closed. Vehicles with a start/stop switch must be switched off properly. Doors and windows must be fully closed and locked during stopovers and at the end of the journey. Any resulting defects (e.g. drained battery) due to improper return will be repaired by Mobility and invoiced in full in accordance with "Fair play and fees", as well as any arisen third-party invoices (e.g. towing, parking violations, etc.). Defects must be reported without delay to the 24h Service Center (cf. section 9 b).
- e To the extent permitted by law, Mobility declines all liability for damage caused as a consequence of system (e.g. on-board computer or reservation system) or Mobility vehicle defects. Mobility is at liberty to demonstrate that it is not responsible. Mobility reserves the right to invoke the mandatory liability provisions of the Road Traffic Act in the case of accidents.
- f The vehicle key (if there is one) must be placed in the glove compartment or the place indicated after the vehicle has been used.
- g Mobility does not accept any liability for items that are left in the vehicle or for stolen items.
- h Mobility is responsible for the regular maintenance and cleaning of the vehicles.
- i Basically, the refuelling or charging of Mobility vehicles has to be done with the in-vehicle Mobility fuel/power card (if available). In case the refuelling/charging cannot be done with the in-vehicle Mobility fuel/power card, the customer will be credited with the next invoice against presentation of original receipts detailing the customer's full name, Mobility number and vehicle number.
- j The customer is liable for the fuel/power card for the entire reservation period. The fuel/power card must be returned to, or inserted into, its designated place immediately after use. The customer is liable for a lost fuel/power card.
- k The fuel/power card may be used to refuel a Mobility vehicle only. Misuse of the fuel card (such as its use to refuel a third vehicle) may result in filing a report to the police. The costs resulting from misuse shall be borne by the customer.
- l The customer must ensure that the vehicle is filled with the correct fuel. In case of incorrect refuelling, the vehicle must not be started. Failure to comply with this requirement, the customer will be charged for the costs incurred due to misfuelling.

7 INVOICE

- a Depending on the amount due, the invoice is issued at regular intervals.
- b The customer undertakes to pay for journeys and possible fees at the respective tariff or fair play as well as any fees. Decisive for this are the tariffs applicable at the time of journey as well as "Fair play and fees". Fuel surcharges and discounts are shown separately on the customer invoice and at www.mobility.ch/rates.

- c Services fall due for payment upon the date of issue of the invoice. They must be settled by the time limits stated on the invoices. After expiry of the deadline, the customer shall automatically be in default in respect of the entire outstanding amount, without the need for a reminder. Mobility is entitled to charge a fee for each reminder.
- d Complaints regarding an invoice must be lodged in writing or by email within fifteen (15) days of receipt of the invoice; otherwise the invoice will be deemed to be accepted. Follow-up invoices are possible. Charges for services used within the same time period can be distributed over more than one invoice.
- e Regardless of whether a reminder was sent or not, outstanding invoices may result in the cancellation, without prior notice, of the right to reserve and/or use vehicles. Mobility also reserves the right in these cases to withdraw the customer's entitlement to use Mobility services, to cancel existing reservations and to terminate the subscription agreement unilaterally, all without notice. Article 12 of the Articles of Association applies to members of the cooperative.
- f In the case of cooperative members, after expiry of the deadline set in the reminder, Mobility additionally reserves the right to make use of the share certificate to recover the outstanding amount (Article 11 of the Articles of Association).
- g The suspension and withdrawal of the right of use, the cancellation of existing reservations, the termination of the subscription agreement and/or the exclusion of defaulters by Mobility as defined in sections 7 e and 7 f above, do not entitle the customer to a reduction of any existing claims or the reimbursement of any payments that have already been made, or to compensation from Mobility.
- h Mobility can assign its claims to third parties (e.g. debt-collection agencies) such as at any time. The customer will not necessarily be notified of any such assignment. In this case, the customer must pay administration fees, which must be paid directly to the third party engaged for debt collection. In addition to these administration fees, fees, the customer shall compensate the third party for individual costs and expenditures incurred in connection with the debt collection. For details, please visit www.mobility.ch/fairplay.
- i Reka money and vouchers can be redeemed to pay for Mobility subscriptions, Mobility invoices, charges, the Policy Deductible 300 (cf. section 10 j) with the exception of damage events. Reka money or vouchers cannot be used to pay for the share certificates of cooperative members and for pre-paid Car Rental vehicles reserved via the Mobility customer portal. To be accepted, Reka money or vouchers used to pay an invoice must be received by Mobility at the latest fifteen (15) days before invoicing. Reka money cannot be refunded. Only if the agreement is terminated will the remaining amount in CHF be paid to the customer's bank or post office account, subject to a 3.0% Reka discount and a handling charge.
- j The redemption of discounted vouchers is open to Mobility's private customers only. Mobility decides whether and in which exceptional cases vouchers will be reimbursed in whole or part as cash. The discount that was originally granted for the voucher in question is deducted from any cash amount paid out, as is a processing fee.

8 BREAKDOWNS AND ACCIDENTS INVOLVING THE MOBILITY VEHICLE

- a Defects, damage or other irregularities (together referred to "breakdowns") that do not prevent the drive from being continued and/or do not endanger the safety of the occupants or passengers must be reported at once to the 24h Service Center (cf. section 9 b).
- b In Mobility vehicles, sensors can measure impacts inside and outside the vehicle and allow to identify the originator of any damage.
- c In the event of breakdowns or accidents that impede or prevent the continuation of the journey and/or endanger the safety of the occupants or passengers, the customer must contact the 24h Service Center immediately to discuss how best to proceed (see section 9 b). The following principles apply:
 - The 24h Service Center must be notified immediately.
 - The customer (driver) is obliged to wait by the vehicle until the breakdown service arrives.
 - In the event of an accident, a European accident protocol (the form can be found in the vehicle) must be filled out. The form must be forwarded to Mobility without delay.
 - The driver may not sign any acknowledgement of fault. It will not be accepted by Mobility.
 - Repair orders may only be placed by Mobility. Customers themselves are not permitted to effect repairs to Mobility vehicles without permission from Mobility.
 - Only Mobility may order a breakdown service in Switzerland and abroad. Failure to comply will result in Mobility not assuming the

costs of the breakdown service and/or charging these costs to the customer.

- d If the light for the oil pressure gauge or the ABS gauge or another red warning light comes on or in the case of impaired function of the front/rear lights, the vehicle must be brought to a stop immediately. The motor must be switched off and the 24h Service Center must be contacted for instructions. The journey may not be continued.
- e Damage due to negligence (e.g. tire damage caused by the customer, car getting stuck, above-average wear of the clutch resulting from improper operation, misfuelling or mechanical damage) and the associated costs are not covered by the insurance and will be invoiced to the customer.
- f If the vehicle is unavailable to the customer concerned or the next customer due to breakdown, accident, traffic jams or force majeure, the customer must notify the 24h Service Center immediately and in any event prior to the end of the reservation period. Late vehicle returns will incur an additional penalty according "Fair play and fees" in addition to the hourly rate. section 18.3 a shall apply. Moreover, Mobility can seek redress from the customer if the latter is responsible for the unavailability of the vehicle.

9 DAMAGE TO THE MOBILITY VEHICLE

- a The customer has to compensate Mobility for damage to the vehicle caused as a result of a breach of the contractual provisions and/or improper use.
- b The 24h Service Center must be informed of damage without delay. Mobility will not accept damage reports submitted via any other communication channel (email, letter, etc.).
- c If neither a damage report nor a police report have been submitted, Mobility is entitled to consider the last customer to use the vehicle prior to the damage being ascertained as being the party responsible for the damage and hold him accordingly accountable. For this purpose, Mobility can refer to electronic tachograph records and any other available data. The customer is at liberty to furnish proof to the contrary.
- d Mobility can seek redress from the customer for all damage in excess of the actual insurance payment (including the insurance company's redress claims), if the customer has acted willfully or with gross negligence or is in breach of the agreement with Mobility.
- e In any case, Mobility reserves the right to assert its claims for damages against the customer for an amount equalling the policy deductible (a.k.a. "insurance excess 300"), which can be reduced by the Policy Deductible (cf. section 10 j) offered by Mobility.
- f Damage is repaired at the discretion of Mobility and its insurer.

10 INSURANCE COVER AND LIABILITY

- a Mobility insures the vehicles available for use in accordance with the provisions of the Road Traffic Act. It obtains personal, comprehensive, partial coverage and passenger insurance for every vehicle. The rules of the provider concerned (Car Rental partner, partner company abroad etc.) apply to the use of non-Mobility vehicles, unless made available by Mobility as a substitute for an unavailable Mobility vehicle.
- b In the event of damage to a Mobility vehicle, the insurance covers the following:
 - Customers enjoy third-party liability/comprehensive and partial coverage insurance cover in the event of an accident.
 - Passengers (including non-customers) are also covered by passenger insurance. En cas d'accident, les clients sont couverts par une assurance de responsabilité civile et une assurance casco partielle et complète.
- c The third-party liability insurance covers personal injury and property damage caused to third parties by a Mobility vehicle, up to the agreed sums insured. Mobility can seek redress from the customer for all damage in excess of the actual insurance payment (including the insurance company's redress claims) if the customer has acted willfully or with gross negligence or is in breach of the agreement with Mobility.
- d The comprehensive insurance covers the following damage to Mobility vehicles:
 - Comprehensive cover: damage caused by force (accident damage/collision)
 - Partial coverage: damage caused by theft, fire and the weather, damage caused by glass breakage, animals and sliding snow, damage caused by the malicious acts of third parties (police report required (cf. section 8 b)).
- e Passenger insurance per person:
 - Death CHF 10'000 –
 - Disability CHF 50'000 –
 - Daily benefits (730 days within five years) CHF 10 –
 - Daily hospital benefits (730 days within five years) CHF 10
 - Costs of medical treatment (max. five years) unlimited.

The customer and the passengers have direct claims under the passenger insurance. If required, Mobility assigns all insurance

claims to the customer to allow him to assert them in his own name. The customer is advised to take out personal accident insurance.

- f With regard to the policy deductible, the following rules apply:
 - Third-party liability insurance policy deductible per claim CHF 1'000
 - Comprehensive coverage insurance policy deductible per claim CHF 1'500
 - Policy deductible in the event of damage covered by the partial coverage insurance CHF 0

Maximum policy deductible per claim CHF 2'500.
- g Special policy deductible cases:
 - Additional policy deductible for inexperienced drivers (customers holding a full driving licence for less than two years) CHF 500
 - Additional policy deductible for young drivers (customers under the age of 25) CHF 1'000
 - Additional policy deductible or learner drivers CHF 500 plus CHF 1'000 if under 25 years.

Additional maximum policy deductible per claim CHF 1'500.
- h For claims processing, Mobility charges a fee in accordance with "Fair play and fees", which must be paid by the customer. These claims handling fee is not covered by the insurance cover.
- i If Mobility has to pay for damage caused by a customer under its liability as the owner of the vehicle or for other reasons, it reserves the right to seek redress from the customer for the payment of the policy deductible. Otherwise, the above lit. c (second sentence) applies.
- j Customer's option to reduce liability ("Policy Deductible 300"): The customer's liability for the policy deductible per loss event can be reduced from a maximum of CHF 2'500 (see lit. f above) to a total of CHF 300 (plus surcharges for learner drivers, inexperienced and young drivers). The Policy Deductible 300 as part of a subscription can be obtained upon conclusion of the subscription agreement or at a later time as part of a subscription or per journey. For new customers purchasing a subscription, it is valid from the issue of the driving authorisation and, if taken out subsequently, for the duration of the agreement. It is personal and non-transferable. The Policy Deductible 300 is automatically renewed for the same period unless it is cancelled in due time. The customer may only cancel the Policy Deductible 300 separately, always with effect from the end of the agreement. Notice of cancellation must be submit through customer profile on the customer portal (<https://my.mobility.ch>) at least four weeks prior to the expiry of the agreement (business customer cf. section 16 h). Mobility is entitled to accept verbal notice of cancellation and allow this to take effect with a written confirmation of cancellation. In this event, the written confirmation of cancellation issued by Mobility is the sole determining factor in terms of the effectiveness of the cancellation and the end of insurance coverage. The Policy
- k Deductible 300 can be individual purchased per journey at each reservation. In this event it covers the respective driver insofar as that individual is a Mobility customer. Surcharges for learner drivers, inexperienced and young drivers cannot be excluded or reduced. Following damage and accidents, Mobility can unilaterally revoke the Policy Deductible 300 for the future. The fee for the Policy Deductible 300 is not reimbursed pro rata, if the agreement is terminated, regardless of the reason for the termination. The liability reduction as per the Policy Deductible 300 is not applicable if Mobility is entitled to pursue remedies against the customer in accordance with lit. c (second sentence) above.
- l Mobility can announce and implement changes to the insurance conditions and insurance benefits at any time within a reasonable time and in an appropriate form. Mobility can announce changes to external costs not under its control in an appropriate form and implement them immediately.
- m The insurance coverage does not constitute a waiver of contractual or non-contractual claims for damages of any kind against customers or third parties on the part of Mobility. Mobility reserves the right to assert such claims at any time.
- n It is expressly pointed out that a legal entity (e.g. club, association) or company that if a customer is responsible for all liabilities arising from this agreement, regardless of who, at the time in question, was using the services causing the liability arising from this agreement or who was using a Mobility service.

11 TRAFFIC VIOLATIONS

The authorities notify Mobility of any fine or traffic violation (in Suisse or abroad) involving a Mobility vehicle. Mobility responds by informing the authorities about name, address, birthdate and hometown of the customer in question and charges the expenses incurred by Mobility to the customer. The customer is responsible for any legal proceedings and all associated costs (lawyers' fees, legal fees, fines, etc.). If Mobility is exposed to other third-party claims through the conduct of its customers, Mobility is entitled to take all measures it deems necessary and appropriate to protect its interests. Mobility will notify the third party with the name and address of the respective customer and will charge a fee in accordance with "Fair play and fees" for Mobility's

expenses.

The customer undertakes to reimburse Mobility for all costs in connection with such measures and to indemnify Mobility in full against such claims.

12 TRAVELLING ABROAD WITH A MOBILITY VEHICLE

Driving abroad is permitted in countries covered by the insurance taken out by Mobility. Insurance cover pursuant to section 10 applies in Europe and the countries bordering the Mediterranean, excluding the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan and Kazakhstan. Mobility reserves the right to amend this list of countries at any time. When travelling abroad, the customer is responsible for ensuring compliance with the local regulations regarding vehicle and other equipment (cf. section 5 p).

Customers residing in the EU, are only allowed to travel a Mobility vehicle within Switzerland only. It is the duty of the customer or vehicle driver to check with the competent customs office about the provisions of the individual situation.

13 CHANGES OF ADDRESS OR NAME

Mobility must be notified in writing or by email or via the Mobility customer portal within ten days of any change to the name and address given when placing the order (i.e. when concluding the subscription agreement). Until Mobility receives notification of the new name or address, any correspondence from Mobility sent to the last-known name(s) or address is deemed to have been properly delivered. The term "address" covers the postal and email address as well as telephone numbers.

14 DRIVING VEHICLES OF PARTNER COMPANIES

In the case of reservations arranged by Mobility involving vehicles of Car Rental firms or other partner companies, the Terms and Conditions relating to the respective agreement or General Terms and Conditions of the respective partner company shall apply. The services used are invoiced based on the selected method of payment. Payment for pre-paid rentals is always charged to the customer's credit card.

15 OTHER PROVISIONS

- a Mobility does not provide any vehicle accessories (e.g. child safety seats, roof racks, trailer coupling or dog guards).
- b When managing and processing the customer's personal data, Mobility complies with Swiss data protection legislation. Detailed information about data protection at Mobility can be found in our privacy statement. This forms an integral part of the GTC and is accepted with the GTC.
- c Mobility reserves the right to gather all the information necessary for checking (creditworthiness, presence of a driving licence, presence of subscription discounts, etc.) and processing the agreement and authorising the use of a vehicle with authorities, partner organisations and private individuals.
- d Learner drivers are allowed to drive Mobility vehicles, provided that the person accompanying the learner driver also has an active Mobility subscription and meets the statutory requirements (exception subscription Click & Drive cf. section 17 and business subscription with transferable Mobility Card cf. section 16 b). The customer is responsible for ensuring that the vehicle is licensed for practice drives in accordance with the legal requirements. Mobility excludes all liability for any damage or claims in connection with the use of Mobility vehicles for practice drives.
- e Foreign charges and credits are translated at the exchange rate that applies on the date of the charge or credit.
- f Mobility reserves the right to impose limits on use per customer or offer at any time. These can be adjusted, if needs dictate (e.g. frequent payment arrears, large number of loss events, etc.).
- g Mobility does not accept any liability for damage or accidents suffered by the customer on his way to or at the location of a Mobility vehicle.
- h Cooperative members and customers who hold a specific subscription could benefit from a drive credit. Conditions as validity, expiration date, etc. are described on www.mobility.ch. Drive credit is not paid out and cannot be transferred to other Mobility customers.
- i Mobility reserves the right to make certain vehicle categories accessible only to specific customer groups.

16 SPECIAL CONDITIONS FOR THE MOBILITY BUSINESS SCHEME

- a As the customer, the legal entity or company bears full responsibility for vehicle usage by its employees. Employees' responsibility will be attributed to the customer. The customer is obliged to keep employees updated on the latest contractual arrangements, rates and charges as well as procedures at all times. Regardless of whether its employees have personal or transferable Mobility cards, the company is responsible for ensuring that all employees who use Mobility have a driving licence for the applicable vehicle category that is valid in Switzerland. The

entitled employee must drive the vehicle himself and may not pass the vehicle over to or allow it to be driven by unauthorised employees. Mobility must be informed immediately, if the driving licence is withdrawn.

- b The personal Mobility Card is not transferable, may not be given to other employees or third parties, and must be kept in a safe place.
- c The transferable Mobility Card can be used by all employees designated as users by the legal entity or company who have a written employment agreement with the company. This card must be kept in a safe place.
- d The legal entities and companies must be able to inform Mobility and the police or authorities at any time which employees used which transferable Mobility Card and when it was used to drive a Mobility vehicle. A document for recording these details can be ordered from Mobility. The legal entity or company is liable for any misuse of the Mobility Card by employees or third parties (e.g. the unauthorised passing on or failure to report the loss of the Mobility Card). The company is at liberty to seek redress from the culpable parties.
- e The legal entity or company has to inform Mobility in writing or by email and without delay of any changes in its postal address or its legal form.
- f Any disclosure of statistical data and information to third parties must first be approved by Mobility in writing.
- g Employees may only use the Mobility vehicles for purposes connected directly or indirectly with the purpose of the legal entity or company.
- a Notices of termination must be given to Mobility in writing or by e-mail in order to be valid. (cf. [Mobility agreement for business customers](#) section 13)
- h

17 SPECIAL PROVISIONS GOVERNING MOBILITY "CLICK & DRIVE" AND THE "CLICK & DRIVE ADDITIONAL OFFER WITH ADVANCE PAYMENT"

- a The Click & Drive basic agreement is automatically established for both variants, "Click & Drive" and "Click & Drive additional offer with advance payment" on advance payment when the customer registers as a new customer and accepts our GTC and the contract.
- b Mobility offers two variants of Click & Drive: "Click & Drive" and "Click & Drive additional offer with advance payment" The "Click & Drive additional offer with advance payment" is aimed at customers who are not able to benefit from our standard schemes due to a negative credit rating. "Click & Drive" is available to anyone with a positive credit rating.
- c "Click & Drive additional offer with advance payment" enables the customer to use a Mobility vehicle at any Mobility station subject to prior reservation and payment (by credit card). The Mobility services may only be used by the Click & Drive customer, it is expressly forbidden to hand over the vehicle to any third party. Neither of the Click & Drive alternatives may be used by rental groups.
- d In the case of "Click & Drive additional offer with advance payment" the costs are invoiced on a monthly basis and charged to the registered credit card. If no credit card has been registered, Mobility requests subsequent presentation of credit card details, since credit card is the only permitted mode of payment.
- e In the case of "Click & Drive additional offer with advance payment", the presumed costs have to be paid in advance by credit card once the vehicle is being reserved. After completion of the journey, Mobility calculates the definitive amount and charges or credits the difference to the customer as due.
- f Costs for our offers "Click & Drive" and "Click & Drive additional offer with advanced payment" are described on www.mobility.ch.
- g The Click & Drive basic agreement has an indefinite duration but can be terminated at any time. The driving authorisation expires upon expiry of the Click & Drive basic agreement.
- h If a customer with "Click & Drive" or "Click & Drive additional offer with advance payment" does not commence his journey or if he reduces the reservation period, the generally applicable charges as per the "Fair Play & Charges" shall apply.
- i Learner trips are not permitted with "Click & Drive" or "Click & Drive additional offer with advance payment" (cf. section 15 d).
- j Customers with "Click & Drive additional offer with advance payment" are allowed to use Mobility return and Mobility One-Way (Mobility Go is excluded).

18 ADDITIONAL PROVISIONS FOR MOBILITY RETURN ET ONE-WAY

18.1 RESERVATION

- a The rates set out in the "Fair play and fees" are invoiced, if the reservation is shortened or cancelled. If the vehicle is available, the reservation can be amended using the Mobility app or where available on the vehicle's on-board computer. Reservations can be extended, if the vehicle in question has not already been reserved

by someone else. The request to extend the reservation must be submitted before the reservation in question expires.

- b The calculation of the number of kilometres driven begins and ends at the location at which the vehicle is habitually stationed. When reserving a vehicle, enough time must be allowed to ensure that the vehicle can be returned punctually.
- c A discrepancy of up to 5% between the distance travelled as calculated by the on-board computer and by the vehicle's odometer is construed as a mistake by the system. In a scenario such as this, the value calculated by the on-board computer shall prevail.

18.2 RUNNING THE VEHICLE

- a If the reserved vehicle is not available to the customer for due use (e.g. because the vehicle is returned late, has suffered a breakdown or was involved in an accident), the customer has to contact immediately the 24h Service Center. The 24h Service Center will provide the customer with an alternative vehicle at the closest possible station, if another vehicle is available. There is no right to a replacement vehicle or to compensation. The service center agent will propose an alternative at Mobility's reasonable expense. Mobility is entitled to charge these additional costs to the customer provoking the discomfort.

18.3 RETURN THE VEHICLE

- a The vehicle must be returned to the original Mobility station, or in case of a one way trip to the defined end station, in a clean and operational condition no later than the end of the reservation period. Should it be impossible to return the vehicle to the original station or defined end station on time, the customer must notify the 24h Service Center immediately and in any event prior to the end of the reservation period. Late vehicle returns will incur an additional penalty according to "Fair play and fees" in addition to the hourly rate. (cf. section 8 e)
- b If the tank is less than one third full upon returning the vehicle, it has to be refilled. Failure to comply with this requirement on the part of the customer will result in a fee being charged. For refuelling, use the fuel card from the glove compartment. Pay attention to the petrol station provider (cf. section 6 i, j,k)
- c At the end of the journey the electric vehicle must be parked at the Mobility station and plugged in with the power plug attached to the charging station in accordance with the instructions. The vehicle display indicates whether the power supply is connected and charging has started. If no cable is fitted to the charging station, the cable in the boot can be used. Unfixed cables are marked with a red pennant. If the charging cable is not fixed, it must be kept in the vehicle for the duration of the booking to prevent theft..

19 ADDITIONAL PROVISIONS FOR MOBILITY GO

19.1 RUNNING THE VEHICLES

- a Mobility Go vehicles can be used within and outside the operation area of use, as defined at the time of conclusion of the contract or subsequently communicated to all customers, according to the above stipulations and on public and publicly accessible land in accordance with the regulations applicable there (cf. section 1).
- b If the booked vehicle is not available to the customer for due use (e.g. because of the car has suffered a breakdown or was involved in an accident etc.), the customer has to contact immediately the 24h Service Center. The Customer will organise on his own costs the onward journey. There is no right to a replacement vehicle or to compensation.
- c Regular refuelling or charging is provided by Mobility.
- d Mobility Go vehicles cannot be booked in advance, nor is there any entitlement to the availability of a vehicle within the area of use. The booking is made immediately prior to the commencement of use of the vehicle.
- e The use of a Mobility Go vehicle starts with the booking via the Mobility app. The vehicle is commissioned as soon as the access medium or the Mobility app is used. The journey can only be ended with the Mobility app. No termination of use occurs, in particular, when the vehicle is locked by the user with the access medium.
- f The maximum booking period for a Mobility Go vehicle without travel start is limited (details on www.mobility.ch). Mobility reserves the right to terminate unilaterally a current booking which ends the maximum booking period at any time as soon as the maximum rental period is exceeded
- g A Mobility Go vehicle can be booked for a maximum of 5 days (5x24 hours). Mobility reserves the right to unilaterally terminate an ongoing booking at any time as soon as the maximum booking period is exceeded.
- h Customers of a rental group may not allow another customer of the group to use a vehicle that has been activated for use.

19.2 RETURN THE VEHICLE

- a The customer's booking can be terminated only if the vehicle is within the operating area in allowed parking spaces as defined by Mobility (cf. section 1). For parking outside the operation area on an allowed public parking space, Mobility will charge a fee in accordance with the "Fair play and fees" rules for repatriation.
- b Journeys may not be completed on private or company premises or in multi-storey car parks unless they are expressly designated as Mobility Go parking spaces (cf. section 1). The vehicle must be accessible to everyone at all times. Should a re-parking by Mobility be necessary due to incorrect parking or if a towing service is commissioned by a third party, the costs plus any fees will be charged to the customer in full.
- c The correct end of the booking process varies depending on the city and vehicle. The details are explained in detail on www.mobility.ch. If the vehicle is left, although the rental process is not completed, the booking continues to be charged to the customer. Should the customer not be able to end the booking, the 24-hour Service Center must be contacted immediately.

20 FINAL CLAUSE

- b In the interests of its honest and responsible customers, Mobility reserves the right to terminate its relationships with customers or legal entities and companies who do not comply with the contractual provisions such as these GTC or the rules set out in the "Fair play and fees" without stating any reasons. This shall also apply following a serious offence or a loss event. Differing rules in individual contracts are reserved, as is Article 12 of the Articles of Association for members of the cooperative.
- c Notices of termination must be submitted through customer profile on the customer portal (<https://my.mobility.ch>), in compliance with the termination deadline, in order to be valid. (cf. [Mobility agreement for private customers](#) section 9 and [Mobility agreement for business customers](#) section 13)
- d Mobility is entitled, to amend these GTC, the privacy statement, its rates, fees and charges and all other generally applicable provisions of Mobility unilaterally and at any time. The amendment will be notified to the customer in an appropriate form and they shall be regarded as approved by the customer from the communicated amendment date onwards. The most recent and binding editions of the GTC, the privacy statement, the rates, fees and charges, and all other generally applicable provisions issued by Mobility are published on www.mobility.ch.

Privacy statement

Valid from 12 January 2022.

Protecting our customers' personal privacy is a top priority at Mobility.

Mobility collects data that are generated when its services are used to help it offer its customers optimum solutions. This statement explains which personal data Mobility collects and the purposes for which it uses that data.

When collecting and processing so-called personal data, Mobility complies with Swiss data protection legislation. We also follow the recommendations of the cantonal Data Protection Officers and federal Data Protection and Information Commissioner closely.

1 SCOPE

This statement is geared towards anyone who uses Mobility services, in particular our vehicles.

2 DATA SECURITY

Mobility protects personal data by implementing appropriate safety measures and storing the data on secure servers. The website has suitable technical and organisational features to secure especially personal data against loss, destruction and manipulation and to prevent it being accessed, modified or shared by unauthorised parties. Particularly sensitive data (e.g. login details for user accounts, location and movement data) is encrypted (SSL) when transmitted over the Internet.

3 DATA COLLECTED AND INTENDED PURPOSE

a When an account is opened

The following data is collected when a Mobility account is opened:

- Private individuals: gender, first name, surname, date of birth, address, telephone number, e-mail address, driving licence details (including place of origin and nationality) and language of correspondence;
- Legal entities: company, address, telephone number, e-mail address, contact, driving licence details if applicable (including place of origin and nationality) and language of correspondence;
- IP address, channel and date of registration, date of acceptance of GTC and any other contractual documents, such as consent for data to be exchanged via SwissPass

Mobility also collects data on new customers' credit ratings. Mobility requires this data for the purposes of concluding contracts and processing reciprocal contractual services.

Camera access to the mobile device may be required for examining the driver's or ID card, as well as for taking customer's photo (moving photo or video recording).

b Using a Mobility vehicle and the Mobility app

When you use a Mobility vehicle and the Mobility app, we collect anonymous data relating to the location and movements of the vehicle (location of the vehicle, duration of use), as well as data relating to the location and movements of your mobile phone or other end device via the Mobility app. In providing this data, you are helping us best manage our Mobility services and fleet, giving us valuable information that helps us improve and expand our range so that we can align it more closely with our customers' needs. The data Mobility collects in this way allows it to improve the availability of its services, to manage and position its vehicles more efficiently, and to schedule and carry out any necessary maintenance work at an earlier stage. However, by allowing us to collect location and movement data, you are paving the way for much more: the evolution of the future of Mobility with new and attractive yet affordable and customised offers such as carpooling opportunities or dynamic ordering models. The manufacturers of vehicles (hereinafter referred to as "manufacturers") and the manufacturers of vehicle components (original equipment manufacturers, hereinafter referred to as "OEMs") also collect data. Mobility has no control over the data they collect or on how they use it. Mobility recommends that customers refer to the manufacturers' and OEM privacy statements for information on how they collect and use data.

Mobility can measure impacts inside and outside the vehicle to identify the originator.

c When contacting our Service Center

When contacting our Service Center we record your conversation following prior notice. When contacting our customer service in written (e.g. by mail or e-mail) we store your written request as well as your contact information (name, first name, e-mail, address, phone numbers etc.) The data is then used for internal training and quality assurance purposes or to reconstruct a situation in the event of a complaint. We only store this data if it is necessary to do so for these purposes.

d When using services provided by partner companies

Mobility processes its payments via a partner company (third-party provider), with which you as a customer have entered into a special contractual relationship. Mobility also works with other partner companies to offer hire cars and other services. Mobility has no control over the data collected by these partner companies. We recommend that customers refer to the privacy statements of these third-party providers.

e When using our website and app

We collect and use the information that you share with us when you reserve a Mobility vehicle or make use of our services via the website, Mobility app or our customer service (location, time and duration of use, type of vehicle, route driven, etc.). We require this information for the purposes of processing reciprocal contractual services. When you access our website or app, we use cookies and other identification technologies. These serve to authenticate users and store user settings as well as to analyse our website and

place and assess advertising campaigns. You can find out more under "Cookies and web analysis" and "Social plugins" (sections 5 and 6 below).

f When registering to our newsletter

When subscribing to Mobility newsletter following personal data will be recorded:

- E-mail
- Title, first name, name (optional)

You could at any time unsubscribe via link within the newsletter.

g Surveys

When we carry out surveys directly with you, only the data you share with us voluntarily is collected. This is collected in an anonymous form and evaluated by our external market research institute.

4 DISCLOSING DATA TO THIRD PARTIES

Mobility discloses personal data to third parties:

- for the purposes of concluding and processing contracts, to credit institution, credit check or audit companies and to road traffic authorities
- to third parties concerning verification of identity or driver's license as well as for the purpose of optimising the technology used;
- for the purposes of processing reciprocal contractual services to credit institution and credit check companies or road traffic authorities;
- for the purposes of verifying contact details to the registration offices at the respective residence office/municipality;
- for the purposes of verifying and modification of contact details to the credit check and identity check companies.
- on your behalf (e.g. to your contacts, to SBB for data transfer via SwissPass, to hotelcar.ch) in connection with your use of certain features or social media;
- for marketing and promotional purposes or market research of Mobility itself, of other companies working in individual Mobility services; especially Shared Mobility and associated services; or of public transport operators;
- if Mobility is subject to claims due to a customer's actions, as far as possible having informed the customer first;
- to authorities in accordance with statutory regulations;
- to identify the customer and process customer enquiries when contacted through any communication channel
- to promote, design and further develop Mobility products and services

However, this excludes selling addresses across the board. In case of data processing being performed by third parties, the person commissioning the work must see to it that the data is processed only in the manner; we would process data by ourselves. We will also provide personal data to third party processors being resident abroad. If we provide personal data to third party being resident outside EU or ECC, we ensure by appropriate measures an adequate data protection level, delivered by the third party.

5 COOKIES AND WEB ANALYSIS

The Mobility website uses Google Analytics, a web analysis service run by Google Inc. (hereinafter referred to as "Google"). Google Analytics uses so-called cookies. The information generated by cookies on your use of this website (including your IP address) is transmitted to a Google server in the USA and stored there. Google will use this information to evaluate your use of the website, to compile reports about activities on the website for the benefit of website operators and to provide other services relating to the use of the website and the Internet in general. Google will also disclose this information to third parties. If you wish, you can prevent cookies from being installed by adjusting the corresponding settings in your browser software; if you do, you may not be able to make full use of all the website's functions. For more information on Google and its privacy policy, visit: <http://www.google.com/privacy.html>. Mobility uses a Google Analytics function based on Google Display Advertising. Visitors can disable the Google Analytics function for Display Advertising and the Display Network via the following link: <https://www.google.com/settings/u/0/ads>. As well as using Google Analytics for web analysis, Mobility also employs other services that use trackers and cookies in particular Facebook, Pixel or Bing Ads (so-called third-party cookies) in particular Facebook, Pixel or Bing Ads. For information on how data is handled by these services, please refer to the privacy statements of the relevant services, for instance Facebook Pixel or Bing Ads. You can prevent such third parties from creating these cookies by adjusting your browser settings.

6 SOCIAL PLUGINS

Our websites use social plugins (hereinafter referred to as "plugins") run by social networks (e.g. facebook.com and youtube.com). The plugins can be identified by the logo of the corresponding social network. They allow you to bookmark these pages and to share those bookmarks with other social network users. If you visit a page on our website that uses plugins, your browser will establish a direct link to the servers of the relevant social network. The embedded plugins notify the

social network that you have accessed the corresponding page on our website. If you are logged into the social network, your visit can be assigned to your social network account. If you interact with plugins, for example by clicking a Facebook "like" button or entering a comment, your browser will transmit the corresponding information directly to the social network and store it there. Even if you are not logged into the social network, you have the option of enabling the plugin to transmit your IP address to the social network. We have no control over the data collected by the plugins. Further information about plugins and about the purpose and scope of data processing by social networks (in particular Facebook, YouTube, Twitter, Instagram, LinkedIn, Xing and Google+), your rights in this regard and the settings options available to protect your data can be found in the data protection regulations published on the websites of the relevant social networks. You can find more information about providers' plugins and data protection regulations in the privacy statements of the relevant social networks (e.g. Facebook, YouTube, Twitter, Instagram).

In case you would like to avoid that social media can assign collected data on our website to your social media account, you must log out from your social media account before visiting our website.

7 RETENTION PERIOD

The retention period depends on the purpose of data processing. Data is only stored for a proportionate period and for as long as is necessary for the purpose of data processing. We do not delete any data after elimination of data processing which we are required by law to store for a certain additional period of time (e.g. to comply with a documentation and retention obligation for the purposes of proper accounting, for legal or tax reasons) or if we have a legitimate interest from continued use.

8 AMENDING AND DELETING PERSONAL DATA

You can request at any time information about your personal data or correct or update the personal data you have shared with us at any time. You can also have your personal data deleted unless we are required by law to store it. Please e-mail office@Mobility.ch if you would like your personal data to be deleted, with "Delete personal data" in the subject line and a description of your request. Mobility does not delete other Data which is collected and stored in an anonymous form and which could only be traced back to the individual with a disproportionate amount of effort.

9 CHANGES TO THIS PRIVACY STATEMENT

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

10 DECLARATION OF CONSENT

In using our services, you declare that you agree with Mobility's data protection policy as described in this privacy statement. In accepting the GTC, of which this privacy statement forms an integral part, you also accept this privacy statement.

11 CONTACT

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