

# **General**

# Terms and Conditions

Version dated 12. June 2024

**Clyde.**

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## 1. Scope

These Terms and Conditions apply to the contractual relationship concluded by Clyde Mobility AG (hereinafter “Clyde”), Alte Steinhauserstrasse 12, 6330 Cham, Switzerland, and the customer (hereinafter “Customer”, on or after 12 June 2024. These Terms and Conditions do not apply to contractual relationships concluded before 12 June 2024.

The Terms and Conditions shall apply in their currently valid version. Clyde reserves the right to amend these Terms and Conditions at any time and without stating a reason. Amendments and the currently valid Terms and Conditions can be viewed by all customers on the Clyde website. Clyde shall notify the Customer of upcoming changes in good time. Amendments to these Terms and Conditions become part of the contract if the Customer does not expressly object to the amended Terms and Conditions within fourteen (14) days of notification of the amendment. If the Customer rejects the amended Terms and Conditions, Clyde reserves the right to terminate the contractual relationship without notice. If and insofar as changes only affect Section 16 of these Terms and Conditions, those customers who are not affected by the change (e.g. because the Clyde Energy Benefit is not part of their contractual relationship) have no right to object (cf. Section 17.16).

These Terms and Conditions contain references to the catalogue of fees. This forms an integral part of the contract between Clyde and the Customer. The current version of the catalogue of fees applies; this can be viewed at <https://clyde.ch/en/catalogue-of-fees>. Clyde is entitled, at any time and at its own discretion, to adjust, expand or add new fees to the catalogue of fees. Adjustments, amendments or additions to the catalogue of fees shall take effect immediately upon their publication on the Clyde website, even if no notice is provided to the Customer. Adjustments, amendments or additions to the catalogue of fees shall not entitle the Customer to terminate the contract.

## 2. Eligibility for the conclusion of the rental contract, use of the vehicle

- 2.1. Anyone who has reached the age of 20, has a driving licence valid in Switzerland and has a fixed residential address (place of residence) in Switzerland or has a registered office in Switzerland is entitled to conclude a contract. Clyde does not conclude a contract with a company that has its registered office outside Switzerland. Furthermore, the most frequent driver of the vehicle must have a fixed residential address (place of residence) in Switzerland. Pool vehicles may also be driven by persons whose place of residence is outside Switzerland. A pool vehicle is always given if no most frequent driver is listed on the vehicle registration document but the vehicle is registered with a location address of a company with its registered office in Switzerland.
- 2.2. Clyde reserves the right to contact the legal entity before entering into a contract with it in order to confirm the right of representation of the company employee.
- 2.3. The Customer shall be responsible for ensuring that the vehicle is only driven by persons who, at the time of use of the vehicle, hold a driving licence that is recognised and valid in Switzerland. If the Customer is a natural person, he or she must have a driving licence that is recognised and valid in Switzerland throughout the entire term of the contract.
- 2.4. In the case of pool vehicles, the Customer must sign a transfer of liability form for the driving licence check prior to delivery of the vehicle. In this form, the Customer confirms that he or she is liable for drivers for all car subscription contracts with Clyde from the time of vehicle handover and, in particular, that he or she accepts responsibility for ensuring that the drivers have a valid

driving licence for the relevant vehicle category, which is recognised in Switzerland, when they are using the vehicle. The Customer shall also ensure that the drivers are of the minimum age required by Clyde and that they comply with Clyde's Terms and Conditions. To ensure that there is no delay in the delivery of the vehicle to the Customer, it is important that the Customer promptly returns the transfer of liability declaration to Clyde.

- 2.5. The Customer may provide the vehicle to a third party either free of charge or via car sharing, and corporate customers may provide it to their employees, provided that they also meet the requirements and obligations set out in these Terms and Conditions. A single journey may be carried out by a third party as long as this person is 18 years old and has a driving licence that is valid in Switzerland or Liechtenstein. It is not necessary to be resident in Switzerland or Liechtenstein. In all cases, the Customer is liable as for his or her own conduct. At Clyde's request, the Customer must provide the personal details (name, date of birth, address, phone number, email address, driving licence) of the additional drivers.
- 2.6. The use of the vehicle for giving driving lessons, as a taxi, at motor sport events, on skid pan training courses (with the exception of WAB courses), for towing or transporting other vehicles, or for journeys requiring an official permit, is not permitted.
- 2.7. The right to drive covers trips in Switzerland and the Principality of Liechtenstein as well as in Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Malta, Macedonia, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Turkey, and the United Kingdom of Great Britain and Northern Ireland.
- 2.8. Persons residing outside Switzerland may only drive the vehicle in Switzerland.
- 2.9. Clyde does not guarantee that the configuration of the vehicle as delivered will correspond exactly to that of the booked vehicle, and the Customer is not entitled to this. Clyde reserves the right to deliver to the Customer a vehicle whose actual configuration differs slightly from the booked vehicle in terms of colour and features, and the Customer acknowledges and agrees that the actual configuration of the delivered vehicle may deviate slightly from the booked vehicle in terms of colour and features. Deviations of this nature do not entitle the Customer to terminate the contract.

### **3. Contract term, replacement of vehicle**

#### **3.1. Contract term**

The Customer and Clyde shall agree on a minimum term. The minimum term shall commence on the day the vehicle is handed over to the Customer. Depending on vehicle availability, the Customer has several options to choose from for the minimum term at the time of booking according to the Clyde website.

At the end of the respective minimum term, the subscription is automatically extended by one month until it is duly terminated.

The contractual relationship may be terminated by either party with a notice period of ten (10) days to the end of a subscription month (depending on the date of handover of the vehicle), with the first time being at the end of the respective minimum term. The contract cannot be terminated with notice during the minimum term. The right to terminate or end the contract prematurely in accordance with these Terms and Conditions remains reserved. Returning the vehicle before the

end of the contractual relationship does not lead to premature termination of the contract and thus also not to exemption from payment and other obligations.

Clyde reserves the right to amend both vehicle-specific and non-vehicle-specific prices and shall communicate this to Customer in writing. The agreed conditions continue to apply for the minimum term of the contract or until the next possible termination date. This does not apply to the fees set out in the catalogue of fees, which may be adjusted at any time in accordance with Section 1.

### 3.2. **Vehicle replacement**

If the vehicle is 24 months old or has a total mileage of 40,000 km within the contractual relationship, Clyde reserves the right to exchange the vehicle for an equivalent vehicle. This is subject to a notice period of two months.

The exchange is provided to the Customer free of charge and takes place following an appropriate period of notice at a time mutually agreed by the parties.

The Customer may not request a different vehicle during the minimum rental period.

If the Customer is provided with a different vehicle after the end of the minimum term, a new minimum rental period begins for the new vehicle. It is not possible to offset the rental period of the previous vehicle against the new minimum term for the new vehicle.

## 4. **Subscription fee and other payment obligations, conclusion of the contract**

### 4.1. **Subscription fee and payment deadlines**

The contract between Clyde and the Customer shall be concluded upon the timely payment of the first subscription instalment and the flat-rate delivery fee.

The subscription fee and the flat-rate delivery fee for the first subscription month must be paid within five (5) working days of the order confirmation. Unless agreed otherwise, payment is due within ten (10) working days of the invoice date for all subsequent invoices.

Depending on the result of the credit check, Clyde reserves the right to agree different payment deadlines in consultation with the Customer.

The vehicle shall be reserved for the Customer for a period of five (5) days for the payment of the first subscription fee and the flat-rate delivery fee. If Clyde does not receive payment within this period, the vehicle may be released and the order cancelled.

Clyde has the right to withdraw from the contract within five (5) working days of the conclusion of the contract (i.e. upon receipt of the first subscription instalment by Clyde) if the vehicle ordered by the Customer is no longer available. In the event of such withdrawal, the Customer shall be refunded the subscription instalment(s) already paid and any other payments made; above and beyond this, the Customer shall have no claims whatsoever against Clyde.

If the Customer withdraws from the contract before the first monthly instalment has been paid, or if the Customer fails to pay the instalment within the specified period, the Customer will incur a reservation and administrative fee as specified in the catalogue of fees.

If the Customer withdraws from the contract following payment of the first monthly instalment and before the vehicle handover, the Customer will incur a cancellation fee as specified in the catalogue of fees.

The monthly subscription fee includes:

1. Use of the vehicle during the contract term within the scope of the free monthly kilometres selected in the agreed service package (see Section 4.2)
2. Summer and winter tyres, including their changing and storage
3. Motorway vignette(s) in Switzerland for the contract term
4. All registration fees, vehicle taxes and charges in Switzerland
5. Insurance cover as specified in Section 11
6. All servicing, maintenance and repairs, provided that these have not been caused by use of the vehicle by the Customer in violation of the contract
7. If additionally booked, the Clyde Energy Benefit as specified in Section 16

All other costs associated with operating and maintaining the vehicle shall be paid by the Customer. This applies in particular to costs for fuel consumption, cleaning costs during the contract period or with regard to the return of the vehicle, toll fees for roads in other countries, etc.

#### 4.2. **Mileage packages**

If the free kilometres included in the chosen package are exceeded by the Customer, the additional kilometres shall be charged to the Customer at the end of the subscription period. For each additional kilometre driven, Clyde shall charge the amount shown in the catalogue of fees, which is available on the Clyde website. The odometer reading when the vehicle is returned is decisive for this calculation.

Any unused kilometres are carried over to the following month during the subscription period, but there shall be no reimbursement. It is not possible to transfer the unused kilometres to a new subscription or vehicle.

#### 4.3. **Late payment**

The following applies to all invoices during the contract term: If no payment has been received five (5) working days after the due date, the Customer shall receive a free payment reminder with an additional payment deadline of ten (10) working days.

If the above payment deadline also expires, the Customer receives a first notice of late payment, which incurs a cost. If there is no response to this notice of late payment within the payment period of five (5) working days, the Customer receives a second notice of late payment with the threat of termination of the contract and a further payment period of five (5) working days. If this demand is also not met, the Customer shall receive notice of termination of the contract and a request to return the vehicle and pay any outstanding invoices. In this case, Clyde is entitled to assert claims for damages and expressly reserves the right to do so.

#### 4.4. **Additional fees**

The additional payments owed for Clyde's operational costs and additional costs include the additional fees mentioned in the catalogue of fees, which is available on the Clyde website.

#### 4.5. **Miscellaneous**

All liable payments in connection with the rental contract are in CHF and include statutory VAT. If the rate of VAT changes, the monthly subscription fee and the other fees set out in these Terms and Conditions shall be adjusted accordingly. The same rule applies to all other newly introduced public fees or public fees charged that are relevant to the contractual relationship.

By concluding the contract or accepting these Terms and Conditions, the Customer authorises Clyde to charge the credit card specified by the Customer for all subscription fees and all other liabilities of the Customer in connection with the subscription contract (such as repair costs, administrative fees, unpaid fines, additional fees/remunerations in accordance with these Terms and Conditions).

## 5. **Ownership, vehicle owner**

- 5.1. The vehicle remains the property of the owner throughout the duration of the contract, whether that be Clyde or a lessor from whom Clyde has leased the vehicle. Rights in rem or a right of retention of the vehicle on the part of the Customer for the purpose of asserting claims against Clyde are excluded.
- 5.2. The vehicle owner is Clyde or another company specified by and associated with Clyde. The Customer is listed as the driver. If the Customer is a legal entity, a company employee is entered as the most frequent driver or, in the case of pool vehicles, a location address is entered.
- 5.3. Clyde is entitled to view the vehicle and check its condition in consultation with the Customer and to enter the prohibition of change in ownership in the vehicle registration document.
- 5.4. The Customer must keep the vehicle free from third-party rights. They may not sell, rent or pledge it, or transfer it by way of gift or security.

## 6. **Vehicle handover**

- 6.1. Clyde shall ensure that the vehicle has a full tank of fuel or is charged to at least 80% before the handover. In the case of home delivery, the fuel/energy costs for transport from the Clyde vehicle warehouse to the Customer shall be borne by the Customer. The vehicle is cleaned before delivery to the Customer. During transport to the Customer or afterwards, no new cleaning shall take place, meaning that soiling caused by the delivery journey cannot be ruled out.
- 6.2. The vehicle is handed over to the driver who is registered at the time of booking. The driver must be present in person at the handover and present their driving licence.
- 6.3. If the Customer does not appear at the agreed handover time and place without prior notice, Clyde reserves the right to charge an administrative fee as specified in the catalogue of fees.
- 6.4. In the case of serious defects or discrepancies between the vehicle ordered and that delivered, the handover must be refused by the Customer. A handover report to be signed by both parties is

issued at the handover. The Customer must inspect the vehicle at the handover appointment and note any defects in the handover report.

- 6.5. If the Customer claims that a defect or damage has occurred at the point of handover of the vehicle, they carry the burden of proof for this.

## 7. General obligations of the Customer

### 7.1. Compliance with laws and regulations

The Customer must fulfil all legal obligations arising out of the operation and maintenance of the vehicle. They must observe all traffic rules and laws in Switzerland and abroad.

When driving abroad, the Customer must carry all necessary documents and additional safety equipment, e.g. high-visibility vests, in the vehicle.

### 7.2. Compliance with operational and servicing instructions

The Customer must ensure that the vehicle is maintained and serviced in accordance with the manufacturer's instructions for operation and servicing. The vehicle must always be kept in an operational and roadworthy condition. The transportation of flammable, explosive, poisonous or otherwise dangerous substances is prohibited.

### 7.3. Licence plates

The Customer may drive the vehicle on public roads only with the number plates affixed by Clyde. Changing the number plates or attaching them to other vehicles is not permitted.

### 7.4. Fuel

The Customer must observe the provisions applicable to the vehicle regarding a) the fuels to be used (e.g. petrol, diesel, gas, electricity or other substances), b) lubricants such as motor oil, or c) consumables such as AdBlue. Any damage caused by incorrect refuelling or incorrect addition of lubricants and/or consumables shall be borne by the Customer.

### 7.5. Cleanliness of the vehicle, smoking ban

The Customer is responsible for ensuring that there is no smoking within the vehicle and that the vehicle is kept clean. In the event of non-compliance, costs will be charged as specified in the catalogue of fees.

### 7.6. Fittings, installations, labelling

Vehicle fittings, installations and labels are at the Customer's discretion, provided that the value of the vehicle is not compromised and these are justifiable for ethical reasons (particularly in the case of labels). At Clyde's discretion, installations and labels may pass into Clyde's ownership without entitlement to reimbursement or compensation, or the Customer shall be required to have them removed at their own expense to restore the vehicle to its original condition. If the Customer fails to remove them or restore the vehicle to its original condition, Clyde is entitled to have the vehicle restored to its original condition at the Customer's expense.

### 7.7. Anti-theft protection

The vehicle must be appropriately protected against theft. Windows and doors must be closed and locked properly on leaving the vehicle.



**7.8. Monetary penalties, fines and third-party claims**

Fines, monetary penalties, compensation for expenses and other claims by third parties for violations of traffic regulations and legal infringements committed or for which the Customer (or another driver to whom the Customer has entrusted the vehicle) is responsible, as well as associated costs, must be borne by the Customer. The Customer shall indemnify Clyde as vehicle owner for any such claims without delay.

**7.9. Change of domicile**

The Customer must inform Clyde in good time of any planned change of domicile. This obligation also applies in the event of a change of domicile within a canton or within a municipality. The Customer shall take all steps required by Clyde to have the change of address entered in the vehicle registration document and, if necessary, to change the number plates. If the Customer intends to relocate their domicile abroad, both Clyde and the Customer shall be entitled to terminate this contract as of the date of the relocation. In this case, Clyde is entitled to assert claims for damages and expressly reserves the right to do so.

**7.10. Customer's cooperation and information obligations**

Insofar as this is necessary or, in the opinion of Clyde, helpful for the execution of the contract or compliance with legal regulations, the Customer shall provide Clyde with all necessary information, e.g. about other users of the vehicle, in particular if they have committed a traffic regulation violation or another legal violation, about the imminent confiscation of the vehicle by a public authority, etc. The Customer is obliged to inform Clyde immediately about any change to their driving entitlement (e.g. revocation of a driving licence or discontinuation of a vehicle category) and of any loss of the vehicle registration document or number plates. Insofar as this is necessary for the execution of the contract or compliance with statutory provisions, or if a violation of traffic rules or legal provisions is alleged, Clyde shall also be entitled to forward information and personal data received and made available by the Customer (including of other users of the vehicle) to authorities and private claimants.

The loss of keys or other vehicle accessories must be reported to Clyde without delay.

## **8. Service / Wear**

- 8.1. The Customer must take care when using the vehicle and regularly check oil and water levels and the tyre pressures, for example. The vehicle may only be driven in a safe condition that is in accordance with legal requirements.
- 8.2. The Customer shall take the vehicle to be serviced as soon as a service indicator is activated in the vehicle.
- 8.3. Servicing and maintenance work on the vehicle must be carried out exclusively by the authorised service partners of the manufacturer's brand. The associated costs are borne by Clyde. Invoices from other providers shall not be paid by Clyde except in the case of breakdowns occurring abroad. Customers are prohibited from carrying out or arranging for repairs or technical modifications on their own initiative.
- 8.4. In the event of the workshop work lasting more than two hours on the vehicle listed below, Clyde will offer the Customer a replacement vehicle for the duration of the workshop work so that the Customer does not experience any loss of vehicle due to workshop work: warranty work, service and inspection, and if repair work is necessary due to no fault of the Customer. There is no entitlement to replacement mobility for workshop work lasting less than two hours or in case of tyre changes.

## 9. Tyres

- 9.1. At handover of the vehicle, Clyde shall ensure that the vehicle has the correct tyres. Clyde decides on the size, make, brand and material of the respective tyres at its own discretion.
- 9.2. Clyde shall inform the Customer in good time about a required change of winter or summer tyres as a result of seasonal conditions. The Customer shall agree the exact time of the tyre change directly with the tyre partners authorised by Clyde. The removed tyres must be stored at the tyre partner. The tyre partners authorised by Clyde can be viewed at any time at <https://clyde.ch/en/partnargarages>.
- 9.3. The seasonal change and storage of winter and summer tyres is free of charge for the Customer. There is no entitlement to replacement mobility during the period of the change.

## 10. Breakdowns and damage claims

- 10.1. In the event of a breakdown, the Customer shall inform the roadside assistance service responsible for the vehicle (make of vehicle). The current contact information for the relevant roadside assistance service can be found on the Clyde website (<https://clyde.ch/en/breakdown>).
- 10.2. In the case of an event such as a car accident, theft, fire, damage caused by collision with a wild animal or any other damage, and in the case that a claim is asserted by a third party, the Customer must inform the police immediately and ensure that a police report is issued. This also applies in the case of at-fault accidents not involving third parties.
- 10.3. In the event of damage of any kind, the Customer must notify Clyde immediately, but at the latest within two (2) working days, using Clyde's claim and accident notification form ([schaden@clyde.ch](mailto:schaden@clyde.ch)). The Customer must complete the Clyde claim and accident notification form – available on the Clyde website – fully and truthfully. If claims reports are received late, or if the customer is responsible for delays in the claims process, Clyde reserves the right to charge an appropriate processing fee. In addition, Clyde reserves the right to assert claims against the Customer for financial losses or damages caused directly or indirectly by a delay for which the Customer is responsible or a lack of duty to cooperate.
- 10.4. The Customer shall not be entitled to recognise third-party claims. The Customer must follow the instructions of Clyde and/or the insurer with regard to repairing damages.
- 10.5. Vehicle damage (including minor damage, such as minor damage to paintwork that can be polished up or the replacement of small components screwed or stuck to the vehicle), where not covered by comprehensive insurance or falling within the excess of the fully comprehensive cover, and the full excess in the case of damage caused by collision, shall be borne by the Customer.
- 10.6. In the case of total loss (write-off) or theft of the vehicle, Clyde has the right to terminate the contract without notice.
- 10.7. In the event of tyre puncture/damage and rim damage, the Customer must bear all costs incurred in connection with the damage event (in the case of rim damage only up to the amount of the excess selected for the comprehensive insurance). Costs incurred may, for example, include: replacement of the damaged tyre, additional tyre replacement if necessary (in case of different

tyre brands/tyre profiles on one axle), rim repair/replacement, general repair costs, possible axle geometry measurement, etc.

## 11. Insurances

11.1. For the term of the contract, the vehicle has:

1. Third-party motor liability insurance
2. Comprehensive insurance in the event of a collision
3. Partial comprehensive insurance
4. Gross negligence protection (waiver of the statutory right of recourse or reduction)

The costs of the insurance are included in the price. With the exception of comprehensive insurance (collision), the excess for the Customer is CHF 0. The Customer may limit his or her liability under comprehensive insurance to an excess. The excess is charged per claim. The amount of the excess must be selected during the online booking process and is calculated according to the rates displayed during the booking process. It is not possible to adjust the excess during the term of the contract, or it may only be possible to do so when switching to another vehicle.

The following deductibles apply to pool vehicles:

1. Motor vehicle liability insurance: CHF 1,000
2. Comprehensive insurance in the event of a collision: CHF 1,500
3. Partial comprehensive cover: CHF 0

No insurance cover is provided if

1. The driver caused the insured event while intoxicated or unfit to drive, under the influence of drugs or under medication abuse;
2. The theft is attributable to a grossly negligent act or omission (specifically, failure to lock the vehicle, leaving the ignition key inserted, failure to activate an existing theft alarm system or immobiliser, etc.);
3. The insured event is attributable to speeding.

Protection against parking damage and extended glass cover are only available and only covered by the subscription fee if the Customer selects the corresponding insurance package ("Insurance Plus") when making the booking. In this case, the insurance cover includes the following benefits:

### **Parking damage caused by third parties:**

The insurance cover is extended to include damage caused by unknown persons to the parked vehicle. Two (2) claims per calendar year are covered. The excess for related damage is CHF 0 and the insured amount is unlimited.

### **Extended glass cover:**

Glass breakage on the front and rear windscreens, side windows and sunroof are all covered as standard with partially comprehensive cover. The extended cover also covers any parts of the vehicle that are made of glass, Plexiglas or similar hard materials (e.g. headlights, auxiliary

headlights, fog lights, indicators, reflectors, reversing lights, rear-view mirrors and number plate lights). The excess for these types of claims is CHF 0.

The extended protection options must be specified when the subscription is booked and cannot be changed during the subscription period.

- 11.2. In addition to the contract, the relevant Terms and Conditions as listed below by Allianz Suisse Insurance Company Ltd in their currently valid version shall apply, the provisions of which shall take precedence over these regulations in the event of a conflict. The Customer undertakes to comply with the provisions of the Terms and Conditions listed below as well as the Supplementary Conditions as if they themselves were the policyholder.

General Terms and Conditions for Vehicle Insurance (Edition 01.2015)

General Terms and Conditions B1 Assistance (Edition 01.2017)

General Terms and Conditions E Gross Negligence (Edition 01.2014)

General Terms and Conditions C Liability Insurance (Edition 01.2012)

General Terms and Conditions G Comprehensive Insurance (Edition 01.2012)

Supplementary Terms and Conditions – Extended Glass Cover (Edition 01.2016)

Supplementary Terms and Conditions – Damage to Own Vehicles (Edition 01.2012)

## 12. Data Protection & Vehicle Telemetry

The responsible and legally compliant handling of data is important to Clyde. Clyde collects, stores and processes data required for the fulfilment of legal requirements, the provision, management and further development of the service, the security of operations and infrastructure, the execution of the contract, the handling and maintenance of the relationship with the Customer and invoicing.

In addition to the data protection provisions, which are also a component of the contract, the Customer expressly agrees to Clyde being informed electronically on an ongoing basis about the telemetric data of the vehicle and driving behaviour. This applies in particular to the following data/categories of data:

1. General vehicle data (mileage, fuel level, battery status, vehicle model, mass and weight, etc.)
2. Vehicle error messages (engine faults, DTC codes, etc.)
3. Vehicle data (GPS position of the vehicle, driving behaviour of the Customer or the person driving the vehicle, such as speed deviations, sharp bends, abrupt acceleration and braking, etc.)
4. Journey data (information on journeys made such as start and end point, journey length, time travelled, etc.)
5. Information on telematics/telemetry hardware or telemetry data from third-party providers of vehicle telemetry solutions (IMEI, serial number, hardware version, signal strength, etc.)

For this purpose, Clyde attaches a hardware adapter to the vehicle that allows the corresponding data to be read. This adapter must not be removed, nor must any changes be made to the telemetry measurement that would interfere with the reading of data.

The Customer acknowledges and agrees that Clyde may at any time take precautions and measures (e.g. to ensure grid stability) that may influence the charging behaviour of electrically and partial electrically powered vehicles (BEV, HEV, PHEV, FCEV, etc.).

The Customer acknowledges and expressly agrees to the collection, storage and processing of personal data and other data about the Customer and the vehicle connected to the service by Clyde and any third parties involved for the aforementioned purposes or in connection with them.

### **13. Limitation of Clyde's liability**

13.1. Clyde shall only incur liability for any losses arising for the Customer out of or in relation to the contract in the event of wilful misconduct or gross negligence.

Restriction of the use of the vehicle as a result of servicing or repairs shall not entitle the Customer to a reduction of the subscription fee or other compensation.

### **14. Early termination for cause without notice**

14.1. Both parties are entitled to terminate the Contract for good cause without notice at any time.

14.2. Good cause in this context refers to any breach of an essential contractual provision.

14.3. Examples of breaches of essential contractual provisions by the Customer include in particular:

- The Customer is in arrears with the payment of an amount due and does not pay the outstanding amounts in full even after the second reminder (cf. Section 4.6).
- Filing for private bankruptcy or insolvency
- Serious violations of traffic regulations and driving in an unfit state
- Revocation of driving licence
- Use of the vehicle not in accordance with the contract
- Removal of the adapter recording telemetric data
- Breach of special obligations of the Customer
- Failure to cooperate in case of damage
- Breach of statutory provisions that could entail a risk to Clyde's reputation
- Use of the vehicle by whomsoever to commit a criminal offence or if there is an urgent suspicion of such an offence
- Customer loses or is restricted in their capacity to act or Customer dies
- In the event of total loss of the vehicle for any reason whatsoever
- In Clyde's own assessment, the cost of repair, maintenance or other work on the vehicle is excessive for Clyde
- If the Customer provides false information concerning their personal or financial circumstances when concluding the contract, or if they conceal facts that would have resulted in Clyde not concluding the contract had Clyde been aware of said facts.
- If a valid driving licence is lost (e.g. revoked) for at least two months

## 15. Return of the vehicle

- 15.1. At the end of the contractual relationship (irrespective of the reason for this), the vehicle must be returned by the Customer with a full tank or at least 80% charged, in an undamaged, clean and roadworthy condition corresponding to the age and mileage of the vehicle, together with all keys and associated components and documents. Clyde and the Customer shall agree on a date and time for the return of the vehicle. The Customer must return the vehicle to the AMAG vehicle logistics centre in Lupfig (Mobilog AG) or to another location designated by Clyde. Alternatively, a home collection (for an additional fee) can be booked.
- 15.2. If the Customer does not appear at the agreed return time and place without prior notice, Clyde reserves the right to charge an administrative fee as specified in the catalogue of fees.
- 15.3. If the optional home pick-up is selected, a return report on the condition of the vehicle shall be completed in the presence of the Customer or their representative upon return of the vehicle, recording the return of the vehicle including associated components and documents as well as any obviously identifiable damage. Only obvious damage is logged in the return report. Should the Customer not be present in person at the return, the return report shall be deemed accepted without the Customer's signature. If the vehicle is returned to the AMAG vehicle logistics centre in Lupfig (Mobilog AG), the vehicle condition and damage report and the return report shall be waived.
- 15.4. Regardless of whether a vehicle condition and damage report and/or a return report is completed upon return of the vehicle, a detailed check of the vehicle's condition will in any case be carried out by an expert after the return of the vehicle, and a report will be issued by this expert. This report may also include damage not identified at the time of return and/or not noted in the return report. In any case, the Customer expressly acknowledges this expert report as authoritative, and expressly agrees to it and acknowledges that they are responsible for all damage to the vehicle specified in the expert report.
- 15.5. The Customer is liable for all missing vehicle items, such as keys, etc., as well as for any required repair and servicing work and any additional costs that have been caused by use of the vehicle contrary to the contract by the Customer or persons for whom they are responsible according to this contract.
- 15.6. Usual signs of use according to the catalogue of damages do not count as damage caused by the Customer. The details of what counts as usual signs of use can be found in the catalogue of damages.
- 15.7. If the Customer does not return the vehicle to the agreed location on the agreed date, Clyde is entitled, after one unsuccessful reminder, to have the vehicle collected from the Customer at the Customer's expense, without requiring a judicial order to this effect or a deposit. Clyde and authorised third parties are entitled to enter the plot of land or building belonging to the Customer where the rental vehicle is located for the purpose of retrieving the vehicle.

## 16. Clyde Energy Benefit

- 16.1. In return for paying an additional sum agreed as part of the monthly subscription fee (Section 4.1), the Customer can add the optional Clyde Energy Benefit. The provisions of

this Section 16 apply to those customers whose contract includes the use of the Clyde Energy Benefit.

**16.2. Clyde Energy Benefit partners**

The Clyde Energy Benefit must be used with regard to public charging in the partner network via the application for mobile devices provided by Clyde and Clyde's respective service partner for charging solutions ("service partner" for the purposes of this Section 16) or via the charging card provided by Clyde and the service partner.

Clyde reserves the right to change the service partner at any time, as long as this does not significantly impair the scope of services of the Clyde Energy Benefit vis-à-vis the Customer. The Customer must be notified in advance by email of a change of service partner. The new service partner shall be deemed to have been accepted unless the Customer objects within 14 calendar days. In the event of an objection, Clyde reserves the right to terminate the Clyde Energy Benefit without notice.

**16.3. Transfer of personal data**

In order to claim the Clyde Energy Benefit, Clyde must transmit the necessary personal data of the Customer to the respective service partner after concluding an eligible subscription contract for the Clyde Energy Benefit so that the service partner can create an account for the Customer ("service partner account" for the purposes of this Section 16). By ordering the Clyde Energy Benefit, the Customer expressly consents to the transfer of their personal data to the service partner.

Should the Customer not wish their personal data to be transferred to the service partner, the Customer must inform Clyde Customer Service thereof in writing either before or immediately after booking the Clyde subscription (within 24 hours). As a result of the objection, the Customer is excluded from claiming the Clyde Energy Benefit. In this case, the monthly subscription fee will be adjusted accordingly. It cannot be guaranteed as a matter of course that it will be possible for the Customer to change their mind at a later stage, and any request to do so must be examined in consultation with Clyde Customer Service.

The Clyde Privacy Policy shall also be applicable.

**16.4. Activation of service partner account**

After the service partner has set up the service partner account, the Customer shall receive an email sent to the email address provided during the Clyde booking process. This email invites the Customer to activate their service partner account by setting a personal password.

To be eligible for the Clyde Energy Benefit, the Customer must activate the login data provided by the service partner and Clyde by setting a personal password and accepting the service partner's terms of use.

The Customer hereby agrees that the service partner may forward data to Clyde as part of providing the service and the Clyde Energy Benefit. This data relates to the Customer's charging behaviour and charging processes and is generated when the Customer uses the service partner's software. Clyde may collect, store, process, use and forward this data to third parties in accordance with the applicable data protection laws, as long as this is done to fulfil its contractual obligations towards the Customer and to maintain, develop and preserve the Clyde Energy Benefit. Clyde shall take any action commensurate with the state

of the art in order to ensure the confidential status of personal data and to protect data against unauthorised access.

Within 14 calendar days of the activation of the service partner account, the Customer shall also receive a charging card associated with their service partner account at the address indicated during the course of the Clyde booking process.

The functional scope of the service partner's services is determined by the service partner's respective terms of use.

Adjustments to the service partner's range of services, e.g. available charging stations, may be made at any time without prior notice.

#### **16.5. Use of the Clyde Energy Benefit**

The Customer is entitled to use the Clyde Energy Benefit during the valid subscription period. Use of the Clyde Energy Benefit either before or after the valid subscription period is not permitted.

Access to the Clyde Energy Benefit is automatically deactivated at the end of the subscription period. To do so, the service partner deactivates the user profile. The associated charging card shall also be deactivated upon expiry of the subscription.

Billing of public charging via the Clyde Energy Benefit requires the charging process to be started either via the user profile in the service partner's app provided by Clyde in cooperation with the service partner or via the associated charging card.

With regard to public charging, the Clyde Energy Benefit refers exclusively to all publicly available charging stations belonging to the service partner, i.e. those accessible to the general public. Charging points added to the charging network privately are not covered by the Clyde Energy Benefit range of services, even if they are made available through individual arrangements between the service partner and the Customer via the service partner's app or the associated charging card. The Customer may not carry out any charging in their own name on the basis of these terms of use. If the Customer charges in their own name and for their own account, Clyde shall not reimburse any amounts paid by the Customer for charging in their own name (with the exception of costs for privately charged electricity in accordance with Section 16.10).

The Customer is responsible for ensuring prior to the start of any charging that the charging station will allow the charging to be booked via the service partner's app or the associated charging card and that the Customer is using the account intended for the usage of the Clyde Energy Benefit. Clyde does not guarantee that certain charging stations are covered by the Clyde Energy Benefit.

The Customer may only use the Clyde Energy Benefit for the vehicle covered by the Clyde subscription. Any usage for trade or commercial purposes as well as any usage for other private or business vehicles is prohibited.

It is not permitted to charge external batteries or other electrical devices or means of transport using the Clyde Energy Benefit.

The Clyde Energy Benefit is based on the purchase of charging power within a usual level of charging. Clyde defines the usual level of charging as the purchase of charging power in



kWh per month based on the following calculation (“usual level of charging” for the purposes of this Section 16): booked monthly mileage package/100 \* average consumption of kWh per 100 km according to the manufacturer. It is not permitted to use the tariff for unusual levels of charging. An unusual level of charging occurs if the amount of energy charged each month repeatedly exceeds the usual level of charging (i.e. in two or more consecutive months).

The Customer is obliged to refrain from exceeding the parking time at the charging station when charging, as stated in the charging station operator’s terms of use and in the road traffic rules applicable at the relevant location. The Customer is also obliged to vacate the parking area promptly after charging is complete. Any towing or recovery costs incurred as well as any parking costs and fines for exceeding the parking time must be borne by the Customer.

An uninterrupted connection to a public AC charging station must not under any circumstances exceed a period of six (6) hours, and an uninterrupted connection to a public DC charging station a period of two (2) hours.

The Customer shall indemnify Clyde in respect of all costs and losses arising as a result of a culpable breach by the Customer of these Terms and Conditions. The foregoing shall be without prejudice to any other claims of Clyde.

In the event of any unlawful or repeated breach of these Terms and Conditions, Clyde reserves the right to pass on to the Customer any costs arising in addition to liquidated damages of CHF 500.00.

**16.6. Credit for privately charged electricity outside the partner network covered by the Clyde Energy Benefit and failure to use up the usual level of charging (benefit programme)**

Customers who charge their vehicle covered by the Clyde subscription outside of the partner network covered by the Clyde Energy Benefit, or who charge less than the usual level of charging in accordance with section 16.8 of these Terms and Conditions, for example due to economical driving or not fully using the booked mileage package, will receive a retroactive credit from Clyde in the form of a voucher in accordance with this section 16.10.

As Clyde does not know exactly how much electricity a customer draws outside of the partner network covered by the Clyde Energy Benefit, the electricity drawn outside of the partner network covered by the Clyde Energy Benefit or less than the usual level of charging is calculated according to the following formula, and the value calculated in this way serves as the basis for a credit:

(booked monthly mileage package/100 \* average consumption of kWh per 100 km according to manufacturer) – electricity charged in kWh in the month in question via the partner network covered by the Clyde Energy Benefit = electricity charged outside the partner network covered by the Clyde Energy Benefit in the month in question or the electricity drawn less than the usual level of charging in kWh (“Benefit kWh” for the purposes of this Section 16).

If the amount of electricity publicly charged in a month that has been charged via the partner network covered by the Clyde Energy Benefit exceeds the usual level of charging calculated

on the basis of the subscribed vehicle and mileage package (i.e. if there is a negative number of Benefit kWh), the Customer will not be credited.

The credit is calculated on the basis of a calendar month. If a subscription starts or ends during a calendar month, or if a Customer changes the mileage package used for the calculation during the calendar month, the calculation is based on the pro-rata principle. The actual number of days in the calendar month in question is used as the basis for the pro-rata calculation.

The credit is calculated retrospectively and may take up to 15 calendar days after the end of a calendar month. Each positive Benefit kWh is allocated a CHF value determined by Clyde.

The total CHF value of the total positive Benefit kWh in a month (the “voucher amount” for the purposes of this Section 16) is rounded according to mathematical calculation rules, whereby only whole numbers without decimal places are taken into account. Due to mathematical rounding, the minimum voucher amount eligible for credit is CHF 1. The Customer is not entitled to compensation in any form whatsoever that exceeds the voucher amount calculated in accordance with this Section 16.10.

If a Customer has several subscriptions that are entitled to participate in the benefit programme in accordance with this Section 16.10, the positive Benefit kWh of all the Customer’s eligible subscriptions shall be combined. The total voucher amount resulting from the cumulative positive Benefit kWh is distributed proportionally across all of the Customer’s eligible subscriptions as the ratio between the usual level of charging of each of their eligible subscriptions and the cumulative usual level of charging of all their eligible subscriptions.

The voucher amount is made available to the Customer in the form of virtual voucher codes (the “voucher” for the purposes of this Section 16) in MyClyde. A maximum of one voucher is issued per calendar month and subscription. Once issued, a voucher is valid for six months. The expiry date of each voucher can be consulted in MyClyde at any time. Clyde reserves the right to correct or cancel incorrectly issued vouchers even after they have been created and notified to the Customer, provided they have not yet been redeemed by the Customer.

The Customer will be notified by email when a new voucher has been received in MyClyde. If the Customer does not receive a voucher for a calendar month due to their driving or charging behaviour, no notification is provided.

With MyClyde, the Customer can at any time redeem vouchers that have not yet been redeemed to credit the next possible monthly subscription invoice. A voucher can only be redeemed during the subscription period for the subscription for which the voucher was issued. The voucher may not be passed on or made available to third parties. Offsetting against other invoice types, such as invoices for traffic violations, additional mileage or damage, is not possible. Several vouchers may be credited to the same monthly subscription invoice at the same time, as long as the total amount of the vouchers to be redeemed does not exceed the invoice amount. If a voucher exceeds the total invoiced in whole or in part, the voucher will not be partially offset against the monthly subscription invoice. Instead, the voucher will be reserved for use in the next possible monthly subscription invoice. If several vouchers with different expiry dates are redeemed at the same time, the voucher with the next expiry date will be credited first. The status of a voucher can be consulted online in MyClyde at any time.

If a voucher is not redeemed before or on the expiry date, it will expire. The vouchers are not automatically credited. Payment of vouchers or the voucher amount in cash or any other form or credit against invoices that have already been issued is generally excluded.

If the Customer has any issued or unredeemed vouchers on the last day of the subscription, all of these vouchers shall expire, and a new voucher code shall be issued for the total amount of the vouchers expired (the "voucher code" for the purposes of this Section 16). The voucher code is sent to the customer via email and via MyClyde. The voucher code is valid for six months from the date of issue. The voucher code can only be redeemed in the field provided in the online booking process on clyde.ch to book a new Clyde subscription for a battery electric vehicle (BEV). In the event of a vehicle replacement, the Customer will have the option of crediting issued and unredeemed vouchers against the new booking of an electric car subscription via Clyde Customer Service. To this end, the Customer must inform Clyde Customer Service as part of the vehicle replacement before the final confirmation of the replacement. The vouchers cannot be credited subsequently. If the credit check of the person making the booking is negative, the booking will be cancelled. The voucher code remains valid during the specified period. The voucher code may be shared with third parties. The sale of voucher codes or the sharing of voucher codes on coupon websites or other public forums is generally prohibited. Voucher codes may not be paid out in cash or in any other form, nor may they be credited to orders already placed or current subscriptions. If the monthly subscription rate is less than the value of the voucher code at the time of booking, the remaining amount of the voucher code will be forfeited.

If a subscription ends during a calendar month, the pro-rata voucher amount for the last part of the calendar month is only calculated after the end of the calendar month in which the subscription ended. If there is a voucher amount (i.e. if there is a positive number of Benefit kWh), it is reimbursed separately in the form of a voucher code.

#### **16.7. Loss of access data or blocking of access**

In the event of the theft or loss of the charging card or the online login data, the Customer must contact Clyde Customer Service without delay and arrange for access to be blocked. Clyde shall not bear liability for any costs arising as a result in the event that the Customer fails to comply with this duty of notification in good time.

In the event of a significant and/or repeated breach of this Section 16 or the service partner's charging terms and conditions, Clyde reserves the right to temporarily or permanently block the Customer's access to the Clyde Energy Benefit. The foregoing shall be without prejudice to any other claims of Clyde.

In the event of temporary or permanent blocking, the Customer shall not be entitled to use the Clyde Energy Benefit and, in turn, not entitled either to charging costs to be covered by Clyde.

In addition, Clyde reserves the right to terminate the subscription contract and/or the Clyde Energy Benefit without notice if the Clyde Energy Benefit is used in breach of contract. In addition to the cases specified in these Terms and Conditions, non-contractual use includes an unusual level of charging within the meaning of Section 16.8 of these Terms and Conditions.

#### **16.8. Disclaimer of liability and warranty**

Clyde does not provide any warranty that the charging card and the service partner's app and the services offered within it will operate flawlessly at all times.

Clyde shall only incur liability for any losses arising for the Customer out of or in relation to usage of the Clyde Energy Benefit in the event of wilful misconduct or gross negligence. In all other respects, Clyde's liability is excluded to the maximum extent permitted by law; in particular, to the extent permitted by law, Clyde shall not be liable for minor and medium negligence, indirect damages, consequential damages, third-party damages and other consequential losses, loss of profit, pure financial losses, missed opportunities, business interruptions or unrealised savings, and any actions or omissions by auxiliary persons.

**16.9. Amendments to this section 16**

Clyde may amend this Section 16 at any time in order to continuously improve the Clyde Energy Benefit and to constantly fine-tune functions and security, as well as for other reasons. The Customer shall be notified in advance by email of any amendments to this Section 16. The respective changes or the new Section 16 shall be deemed to have been accepted unless the Customer of the Clyde Energy Benefit rejects them within 14 calendar days. In the event of rejection, Clyde reserves the right to terminate the Clyde Energy Benefit without notice.

**16.10. Discontinuation of the Clyde Energy Benefit**

The Clyde Energy Benefit is a pilot project. Clyde therefore reserves the right to discontinue the Clyde Energy Benefit in whole or in part without notice at any time and consequently to terminate the Clyde subscription at any time with a notice period of one month. Notwithstanding the other provisions of this Section 16, Clyde has the right to discontinue the benefit programme in accordance with Section 16.10 in whole or in part at any time or to change it at its own discretion; if the benefit programme is discontinued, all vouchers, voucher codes and voucher amounts that have not yet been redeemed shall expire without compensation.

## **17. Final provisions**

- 17.1. Subject to changes to these Terms and Conditions in accordance with Section 1 or changes to Section 16 in accordance with Section 16.9, amendments or additions to the contract as well as legal declarations of intent, such as terminations or notifications of defects, must be made in writing, i.e. sent by letter or email, in order to be effective.
- 17.2. In the case of contradictions between the contract and the enclosures, the provisions of the contract take precedence.
- 17.3. Any possible terms and conditions on the part of the Customer have no validity, even if they are not expressly refuted in individual cases.
- 17.4. The Customer may only transfer rights and obligations under this contract to third parties with the written consent of Clyde. Clyde may transfer the contract to third parties without the consent of the Customer.
- 17.5. Should any provisions of this agreement be or become invalid in part or whole, or should they contain a loophole, the validity of the remaining provisions is not affected. In place of the invalid provision, a valid provision shall be deemed agreed that comes closest to the intention of the invalid provision.

- 17.6. If in this document, or in any other documents belonging to the agreement, the male form is used in order to simplify the language, this is always considered to include the female form as well.

## **18. Applicable law, place of jurisdiction**

- 18.1. This contract, including its appendices, is subject to Swiss substantive law.
- 18.2. The place of jurisdiction for all disputes arising from this contract is Cham (canton of Zug). However, Clyde reserves the right to take legal action at the registered office of the Customer. Cases in which the law of civil procedure prescribes a different place of jurisdiction are excluded from the clause assigning jurisdiction.

## **19. No verbal ancillary agreements**

No verbal collateral agreements exist.