

# The Terms of your Subscription

Everything you need to know about your Emil Frey Move car subscription.

Please read these Subscription Terms carefully so that you know exactly what your obligations are.

Thank you for choosing a Car Subscription from Emil Frey Mobility AG (Emil Frey move). This document details the terms of your Subscription: its contents constitute a binding agreement between you and us with regard to your subscription. It also serves as a quick guide to everything you need to know about subscribing to a vehicle from Emil Frey move.

## EXPLANATION OF TERMS

**Move:** We are Emil Frey Mobility AG. The words “move”, “we”, “us” and “our” in these Subscription Terms refer to Emil Frey Mobility AG.

**Contract:** We deliver the Vehicle to you in accordance with the Contract, which includes the information and provisions in these Subscription Terms and your Subscription Contract. By signing the Contract, you accept these Terms.

**Vehicle:** “Vehicle” in these Subscription Terms means the Vehicle that we hand over to you (including a courtesy car if applicable) and all parts and accessories that go with the Vehicle. The Vehicle is the property of Herold Fahrzeugvermietung AG.

## RESPONSIBILITY

**Yours:** You are responsible for ensuring that you use, handle and return the Vehicle in accordance with the terms of your Subscription. You accept responsibility if the Vehicle is returned late, is lost or is damaged, as well as for fines for traffic violations and any other charges incurred during the subscription period.

**Ours:** We are responsible for providing the Vehicle in good overall condition and good operating condition and for providing a courtesy vehicle in the event of a breakdown. We are not liable for indirect or unforeseeable losses, including but not limited to loss of profit. This limitation of liability does not apply in the event of death or personal injury or any other mandatory statutory liability.

## LONG-TERM SUBSCRIPTION

If your subscription period (minimum term) is 3, 6, 9, 12, 18 months or if a different subscription period (minimum term) has been contractually agreed, you must present or return the Vehicle

to an Emil Frey location specified by us no later than the expiry of your contractually agreed subscription period or at any time requested by us. We reserve the right to terminate the Contract verbally or in writing at any time.

### **IN CASE OF DISPUTE**

Our aim is to always settle disputes amicably. If this is not possible, the law of Switzerland shall be deemed agreed and jurisdiction shall lie with the courts in Zurich.

If, in the course of a dispute, any part of the Contract is held to be illegal or unenforceable under applicable law, it shall be deemed to be struck out. However, the other provisions of the Contract shall remain in full force and effect.

## **RESTRICTIONS ON USE**

In order for us to maintain the quality of our vehicles, we must insist that you comply with the following restrictions.

### **RESTRICTIONS ON USE**

The Vehicle is the property of Herold Fahrzeugvermietung AG and you may not rent, transfer or sell it. No visual or technical modifications may be made to the Vehicle, nor may any repairs, maintenance, tyre changes or service work be performed on it. In addition, the Vehicle must not be used in the following circumstances:

- off-road or on roads unsuitable for the Vehicle (including race tracks)
- if overloaded with passengers and/or luggage
- to tow or start vehicles, trailers or other objects (without our express permission)
- to transport anything that could damage the Vehicle (including explosive or flammable substances)
- to transport persons in return for payment
- to transport cargo in return for payment
- to take part in a race, rally or other competition
- in prohibited areas, including apron roads at airports and similar areas
- if the use infringes traffic laws or other regulations or for illegal purposes of any kind

### **AUTHORISED DRIVERS**

Only you and other persons authorised by us to do so (Authorised Users) may drive the Vehicle, but even then only if the person is not over-tired and is not under the influence of a substance that impairs that person's alertness or ability to react, such as alcohol, drugs or certain medications. You must ensure that the other authorised drivers (Authorised Users) also meet the requirements applicable to you and are prepared to comply with the obligations set forth in

these Subscription Terms. Furthermore, you are responsible at all times for the Authorised Users' compliance with the contractual obligations.

You must provide Emil Frey move in advance with the personal details and driving licence of the Authorised Users, but only after ensuring that the Authorised Users are informed of this and of the data processing it entails.

## TRAVELLING ABROAD / TRAVEL RESTRICTIONS

The Vehicle is to be used mainly in Switzerland. It may also be driven abroad (e.g. for holiday purposes).

### **Any foreign travel must be limited to the following countries:**

Andorra, Austria, Belgium, Croatia, Denmark, France, Germany, Great Britain, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Slovenia, Spain and Sweden.

**Vehicles of the brands** Jaguar, Land Rover, Mercedes Benz, BMW, Maserati, Ferrari, Aston Martin, Bentley, Audi, Lexus and Porsche may only enter the following countries: Austria, Belgium, Denmark, France, Germany, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain and Sweden.

Important: Under no circumstances whatsoever may the Vehicle be taken into any country not listed above!

When driving abroad, you are obliged to carry any additional documents and safety accessories required for this purpose, such as high-visibility vests, in the Vehicle and to procure them yourself.

## CONSEQUENCES OF DISREGARDING THE TRAVEL RESTRICTIONS

Attempted entry into non-permitted countries (see Travelling Abroad / Travel Restrictions), will void the Contract and result in the loss of the limitation of liability and theft protection. You are liable for all consequential costs including the cost of recovery of the Vehicle.

## RENTAL OF MULTIPLE VEHICLES

You may not rent more than 2 vehicles at the same time.

## VIOLATION OF THE RESTRICTIONS OF USE

In case of non-compliance with the Restrictions of Use, the following will happen:

- You will be liable for all damages, losses and costs incurred by us and charged to us as a result.
- You will lose the insurance or limited liability cover you have chosen (see Insurance Policies and Limitations of Liability, p. 6–7).

- We are entitled to terminate the Contract and repossess the Vehicle at any time at your expense.

## ACCIDENT / BREAKDOWN / DAMAGE / LOSS

We provide the Vehicle in a good and roadworthy condition. You are responsible for returning the Vehicle in the same condition, subject to contractual wear and tear.

### CONDITION OF THE VEHICLE

**Checking the Vehicle:** At the time of handover, you must ensure that the kilometre reading and fuel/battery levels and vehicle condition stated by Emil Frey move – which will be recorded in a handover protocol – are correct, and immediately notify Emil Frey move in writing of any defects that have not already been noted. If no such notification is made, the Vehicle shall be deemed to have been properly handed over. You will be liable for any additional damage to the Vehicle on return.

### PRECAUTIONS

**Your responsibility:** You are responsible for minimising the risk of breakdown or damage by adhering to our Restrictions of Use (see Restrictions of Use, pp. 2–4). You must also make sure that you fill up with the correct fuel and check the tyres as well as the oil level and the level of other fluids and replace or top them up if necessary.

Furthermore, you are responsible for the safety of the Vehicle and must minimise the risk of theft or vandalism by parking it in a safe place. Remove valuables (including removable radios or navigation devices) from visible areas, activate any security devices and lock the Vehicle. You must also follow our Return Protocol (see Vehicle Return, pp. 10–12).

### ACCIDENT

**Procedure:** You must take the following steps:

- Report the accident to the police immediately.
- Report the accident immediately to your assigned Emil Frey company/branch.
- Fill in a European Accident Protocol (EUP). This form can be found in the Vehicle. Hand the completed form to an Emil Frey employee as soon as possible. The EUP must be completed even if the Vehicle appears to be undamaged.
- Avoid making any statements about the issue of fault. Only write down the names and addresses of all parties involved, including witnesses, and collect the information that needs to be included on the EUP.
- If the Vehicle is no longer roadworthy, call the emergency number found in your Contract.

## BREAKDOWN

**Procedure:** Call the emergency number stated in the Contract. This service is included in your subscription, but you are responsible for the cost of the breakdown service if it is caused by negligence on your part (see Insurance Policies and Limitations of Liability, p. 6–7).

## REPAIRS

**Procedure:** Please note that you are not permitted to let anyone service or repair the Vehicle without our express permission.

## THEFT

**Procedure:** You must take the following steps:

- Report the theft to the police immediately.
- Contact us as soon as possible and provide us with the police report and a detailed explanation of the incident.

**Precautions:** You must be able to prove that you have taken the appropriate precautions and hand over the Vehicle keys to us.

## LIABILITY

You are liable for all losses and costs incurred by us per individual claim if the Vehicle is lost or damaged during the contractual relationship. This includes, but is not limited to:

- Repair costs
- Loss of value of the Vehicle (up to the total value of the Vehicle)
- Towing and storage costs
- A handling fee which covers our cost of dealing with a claim arising from damage to the Vehicle.
- However, your limitations of liability, which are included in your contract, may be invalidated if you have not fulfilled your responsibilities and obligations under these Subscription Terms (see Insurance Policies and Limits of Liability, pp. 6–7).

**No liability:** You will not be liable to us if the loss or damage is directly attributable to us.

## YOUR OBLIGATION

You agree to co-operate with us and our insurers in any investigation or resulting litigation.

## INSURANCE POLICIES / LIMITATIONS OF LIABILITY

It is our aim to provide you with the best possible protection through our insurance and limitation-of-liability products.

## **INSURANCE COVER AND RISKS**

**Vehicle liability insurance:** The contract automatically includes vehicle liability insurance which meets all legal requirements and protects you and other authorised drivers against claims by others for death, personal injury or damage to property caused by the use of the Vehicle during the contractual relationship.

## **YOUR OWN INSURANCE COVER**

If you have taken out comprehensive insurance with no excess or similar with a third party to cover your liability to us for an excess, then you will be liable to us up to the amount of the excess and you can have the amount reimbursed by your insurer.

## **LIABILITY**

### **Breach of Subscription Terms:**

If you breach these terms, the insurance policies and limitations of liability included in your Contract will be invalidated. This means that you will be liable to us (I) for loss of or damage to the Vehicle and (II) if we are liable to indemnify any other person (including our insurers).

### **Wilful misconduct or gross negligence:**

Note that our insurance policies and limitations of liability will also be invalidated if the loss or damage is caused intentionally or by gross negligence by you or an authorised driver.

## **LIMITATIONS OF LIABILITY**

We limit this liability to the amount of the excess stated in the Contract.

No insurance reduces your liability in the event of:

- Disregard of the height and width of the Vehicle e.g. damage caused by collision with objects due to disregard of clearance heights
- Incorrect operation and improper use of the Vehicle
- Refuelling with wrong fuel
- Loss of or damage to the Vehicle keys

### **Theft Protection (TP) included in your Contract**

This applies to any claim relating to theft, attempted theft or vandalism if it is not due to your negligence.

### **Limitation of liability for damage to the Vehicle (CDW) included in your Contract**

This applies to each individual claim that is due to causes other than theft, attempted theft or vandalism, such as damage to the Vehicle caused by an accident.

## FEES

### SUBSCRIPTION FEES

You will find these fees in your Contract. It lists the fees agreed with us along with a statement of your agreement to pay these and any further fees incurred before the end of the contractual relationship.

### PAYMENT OF THE SUBSCRIPTION FEES

**Credit card:** When paying by credit card, you authorise Herold Fahrzeugvermietung AG to reserve credit with or obtain an authorisation from the card issuer for the total amount of the contractually agreed monthly rate, at the time of the conclusion of the contract. Furthermore, you authorise Herold Fahrzeugvermietung AG, without any further action on your part, to charge your credit card for any damage, excess, vehicle keys, accessories to be replaced, one-way fees not explicitly stated in the contract, refuelling fees, late return fees, fees for additional drivers, additional cleaning fees as well as tolls or penalties or fines resulting from traffic or parking violations during the contractual relationship (including a handling fee).

### REFUELLING OPTIONS

#### Diesel / Unleaded / Hybrid

**Your choice:** The Vehicle is handed over to you with a full tank. So that we can offer the same service to the next customer, you can either return the Vehicle with a full tank or have us refuel it.

**Charges:** With the latter option, the Vehicle is refuelled by us at the current daily litre price plus an additional service fee and charged to your credit card.

#### Electric vehicles

**Battery level:** You must return the Vehicle with the same battery level as when you received it.

**Charges:** If the battery level is lower when you return the Vehicle than when you collected it, we will charge the cost of recharging the battery plus a service fee to your credit card.

### FINES

**Liability:** You are responsible for the payment of all fines, tolls and other similar charges incurred in connection with the Vehicle during the contractual relationship.

**Details:** As the Vehicle owner, Herold Fahrzeugvermietung AG, we are legally obliged to report the personal data of the driver or customer to the authorities if a traffic offence is committed

with our Vehicle. The respective authority will then contact you directly. We will charge you a fixed processing fee for the administrative effort incurred, which will be levied by us irrespective of the actual amount of the penalty fee.

## **EXPLANATION OF THE MOST IMPORTANT FEES**

The following overview provides information on the most important charges.

All costs will be charged in accordance with our applicable tariffs.

### **Fee for additional drivers**

Charged from the fourth additional driver.

### **Fee for additional kilometres**

Charged if you exceed the maximum number of kilometres applicable under your rental tariff.

### **Claims handling fee**

To reimburse our costs incurred for the processing of claims for compensation arising from damage caused to the Vehicle (see Accident / Breakdown / Damage / Loss, pp. 4–6).

### **Fees for damage and loss**

Charged if the Vehicle is lost or damaged.

### **Delivery and collection charges**

Charged if you request us to deliver or collect the Vehicle from/to a location other than our Emil Frey branches.

### **Additional cleaning fee**

Charged if our standard cleaning is not sufficient to restore the Vehicle to its handover condition when returned (see Vehicle Return, p. 10–12).

### **Handling fee for fines etc.**

To reimburse our costs incurred for the processing of fines for parking and other traffic violations, other traffic penalties, etc. (see Fees, p. 8).

### **Late return fee**

Charged if the Vehicle is returned after any grace period that applies under the terms of the subscription (see Vehicle Return, p. 10–12).

### **One-way fee**

Charged if you return the Vehicle to a location other than that specified in the contract (see Vehicle return, p. 10–12).

### **Refuelling fee**

Charged if we have to fill the tank after you return the Vehicle (see Fees, p. 8).

### **Subscription fee**

Calculated on a monthly basis and includes compulsory vehicle liability insurance.

### **Car registration fee**

Your share of the fees we have to pay to register the Vehicle.



## VEHICLE RETURN

In order for us to provide our services on time and to the standards expected by our customers, we must insist that you follow our instructions when returning the Vehicle.

The Vehicle may not be returned outside of Switzerland under any circumstances whatsoever. In the event of non-compliance, all consequential costs incurred in connection with the return transport to Switzerland, such as repatriation costs, damage, fuel, etc., will be charged in full to the customer.

### PROCEDURE FOR RETURN

You must return the Vehicle on the date, at the time and agreed Emil Frey location specified in the contract, in proper condition, with the agreed mileage, all accessories, documents (in particular vehicle registration card, operating instructions, etc.) and keys, and with a full tank of fuel or – in the case of e-vehicles – with a fully charged battery. Please ensure that the Vehicle is returned as clean as possible.

### EARLIER RETURN

Should you choose to return the Vehicle earlier, before the end of the subscription period defined in the contract, no refund will be made and the total cost of the contracted subscription period (minimum term) will be charged.

### LATE RETURN

**Additional fees:** Your subscription fees are calculated on the basis of a monthly tariff based on the duration and time specified in the contract. If you return the Vehicle late and a new month starts, you will be charged at the full monthly rate for that month and any subsequent month that starts before you return the Vehicle.

**Grace period:** To accommodate you in the event of a slight delay, we grant a grace period of 60 minutes. If the Vehicle is returned within this grace period, you will not be charged for an additional month. This grace period can be changed by arrangement.

**Fee:** We reserve the right to charge a late return fee to cover the cost of any additional administration work incurred as a result of the late return of the Vehicle.

**Repossession of the Vehicle:** After termination of the contract or after exceeding the agreed subscription period, we are entitled to repossess the Vehicle at any time or to seize it at your expense and to charge for any additional use of the Vehicle. This also applies in the event that you are more than five days in arrears with the agreed subscription fees or it is foreseeable that you will no longer be able to meet the obligations of the contract.

## RETURN OUTSIDE OPENING HOURS

**Procedure:** It is possible to return the Vehicle outside opening hours, but you will be liable for any damage until an Emil Frey employee has carried out an official vehicle inspection. This can be as late as the next working day after the Vehicle has been returned.

**Important:** Do not hand over the keys to anyone when you park the Vehicle, not even to supposed Emil Frey employees.

**End of subscription relationship:** Please note that outside opening hours your subscription does not end when the vehicle keys and documents are deposited in the key safe. Your liability for damage ends only when the Vehicle, the vehicle keys and the vehicle documents are taken possession of by an Emil Frey employee when the branch opens.

## CHANGE OF RETURN TIME AND PLACE

**Procedure:** If you wish to change the return time or place or would like us to collect the Vehicle, please call us on the number stated in the Contract. The decision about any changes to the agreed return arrangement is made at our own discretion.

**Additional fees:** Please note that changing the return time will result in a higher price. If you wish to change the return location, an additional one-way fee will be charged. It is strictly prohibited to return the Vehicle to an Emil Frey branch other than the one the car is rented from, without our prior consent.

## CONSEQUENCES OF NON-COMPLIANCE WITH THE INSTRUCTIONS

**Additional fees:** If you return the Vehicle late or to a different location, you will be charged additional fees (see Fees, p. 8–9). **Extension of the subscription relationship:** If you do not follow our instructions regarding the return of the Vehicle and the keys, the subscription relationship will continue and further fees will be charged during this time.

**Return outside opening hours without permission:** If you return the Vehicle outside opening hours without having obtained our permission, or if we are unable to find the Vehicle after it has been returned, you will be fully responsible for the Vehicle until we have found it.

**Dirt in the Vehicle:** After the Vehicle has been returned, if our standard cleaning procedure is not sufficient to restore the Vehicle to the condition it was in when it was handed over, taking into account normal wear and tear, you will be charged a cleaning fee that covers the reasonable additional cleaning costs incurred by us.

**Smoking in the Vehicle:** Smoking in our Vehicles is strictly prohibited. You will be charged for any cleaning costs or damage caused by a failure to comply.

## ITEMS LEFT IN THE VEHICLE

**Safekeeping period:** Personal items left in the Vehicle by you will be stored for three months at the return location. If these items are not collected within this period, we reserve the right to dispose of them. If you ask for them to be shipped, they will be sent at your expense.

**Liability:** Under no circumstances will Emil Frey Mobility AG accept liability for items left in the Vehicle when it is returned.

## DATA PROTECTION

In order to provide you with the services you have requested, we need to collect information about you.

### USE OF PERSONAL DATA

**Our rights:** When you subscribe to a vehicle from us, you consent to us processing your personal data in accordance with our Privacy Statement. In particular, you consent to us using your personal data for the purposes of our legitimate interests, including statistical analysis, credit checks and protection of our assets. This may require us to disclose your personal information to insurers and other organisations in order to pursue claims and deal with fraudulent claims.

**GPS:** Please note that we track the location of certain vehicles using GPS technology for security purposes and retain this information for such purposes if necessary.

**Use for marketing purposes:** We will only use your personal information for marketing purposes with your consent (you have been given the opportunity to opt out).

**Modification of data:** You have the right to access, rectify and request the erasure of the personal data that we hold about you.

**Our privacy policy:** For full information on how we handle your personal data, please read our privacy policy, which is available online at [emilfrey.ch](https://emilfrey.ch).

In the event of discrepancies between the different published versions, the German version shall prevail and take precedence over the other language versions.