

# GENERAL TERMS AND CONDITIONS

## Corporate CarSharing

### Post Company Cars Ltd

#### 1. Scope

- 1.1 These General Terms and Conditions (hereinafter "GTC") govern the business relationships between the CUSTOMER and Post Company Cars Ltd (Stöckackerstrasse 50, 3030 Bern, Switzerland; hereinafter referred to as "CompCar"). With the use of the Corporate CarSharing solution ("SOLUTION"), these GTC are recognized by the CUSTOMER.
- 1.2 Application of the CUSTOMER's general terms and conditions is expressly excluded.
- 1.3 The CUSTOMER may make the SOLUTION available for use to authorized users (hereinafter referred to as the "USERS") (e.g. staff, vehicle managers). The CUSTOMER is responsible to Post Company Cars Ltd for compliance with the contractual provisions and the GTC.
- 1.4 The regulation of the use of the SOLUTION by the authorized USERS of the CUSTOMER is the exclusive responsibility of the CUSTOMER.

#### 2. Service description

- 2.1 The SOLUTION consists of software and hardware components.
  - 2.1.1 The software serves as a booking and administration platform for the pool vehicles of the CUSTOMER for its USERS, for the administration of USERS, vehicles and locations as well as for the evaluation of the use of the pool vehicles.
  - 2.1.2 The software is used via a web application and a mobile application (APP). USERS receive personal login credentials which give them access to the booking platform.
  - 2.1.3 The hardware components allow the use of the pool vehicles of the CUSTOMER.
  - 2.1.4 The hardware is offered in two basic variants:
    - 2.1.5 CarSharing box ("basic version"): in this variant, a CarSharing box (telematics device), a key and fuel card holder and a relay are permanently installed in the individual vehicle. This allows the vehicle to be opened and closed via an app. The engine is started via the vehicle key which is stored in the key holder.
    - 2.1.6 Key cabinet ("Basic version 2"): in this version, the vehicle keys of the pool vehicles are stored in an electronic key cabinet which is permanently installed on the CUSTOMER's premises. The rooms required for this purpose (interior wall space), power and Ethernet connection are provided by the CUSTOMER. For the automatic transmission of vehicle data (fuel level, mileage, engine level, etc.), an OBD2 plug is additionally installed in each vehicle.
  - 2.1.7 The basic version of the hardware is specified by the CUSTOMER for each pool vehicle in a one-off procedure when the latter is first used.
- 2.2 CompCar will provide the following services:
  - 2.2.1 Providing and operating the SOLUTION for the CUSTOMER and its USERS.
  - 2.2.2 Carrying out installation, configuration and uninstallation work on the hardware components in the pool vehicles or on the customer's premises.
  - 2.2.3 Supporting the CUSTOMER and its USERS in the use and possible troubleshooting of the SOLUTION.
- 2.3 CompCar offers the following additional options:
  - 2.3.1 Access via RFID: with this option, the vehicle or the key cabinet can be opened and closed via any card (e.g. employee ID card) and RFID sticker. To that end, RFID readers are installed in addition to the basic hardware. This option must be ordered together with the selection of the basic version. This option cannot be enabled or disabled during the selected term of the contract.
  - 2.3.2 CarCare: this option includes the following monthly one-time benefits: interior cleaning including the boot and exterior cleaning. Technical checks: check for damage in the interior and on the body, check and refill the screenwash, check the oil, coolant and brake fluid (without refilling), regular servicing, check the key condition, check the tyre pressure, condition and profile, replace the motorway

tax sticker, and check the interior and exterior lights.

Excessive soiling is billed on a time and materials basis. The CarCare Option can be enabled throughout the term of the contract with a lead time of one month per vehicle and can be disabled with one month's notice.

#### 3. Prerequisites for using the SOLUTION

- 3.1 The CUSTOMER informs CompCar which vehicles should be equipped with the SOLUTION. CompCar checks whether the vehicles are suitable for a built-in solution or whether the proposed location is suitable for a key cabinet. CompCar does not have any installing/equipment-related obligations in the event of inappropriate suitability. After successful inspection, Post Company Cars informs the CUSTOMER of possible installation and activation dates.
- 3.2 The Customer shall actively support CompCar and its employees, as well as the third parties it involves in the performance of the contract (e.g. suppliers, subcontractors), in providing their services actively, promptly and free of charge in every reasonable way; cooperate on the provision of services; make the necessary preparatory and provisioning arrangements (including procurement of all necessary rights and permissions); and grant the required access to its relevant vehicles, premises and resources.
- 3.3 The CUSTOMER is also obliged to make available in a timely manner all data, information, documents and human resources that are relevant for the provision of the services. Further specific cooperation obligations of the CUSTOMER may arise from the individual contract of CompCar.
- 3.4 The CUSTOMER must provide the information requested by CompCar for setting up the booking platform and the first login.

#### 4. Due diligence obligations relating to the customer account, login and AccessCard

- 4.1 If the CUSTOMER grants its USERS access to the booking platform, the CUSTOMER must be responsible for their actions in the same way as for its own. It is also responsible for ensuring that USERS protect their individual authentication features (login data) in compliance with the due diligence obligations. The CUSTOMER shall also ensure that all USERS comply with these GTC.
- 4.2 The CUSTOMER shall keep passwords, identification codes, login data, etc. safe and shall only make these accessible to authorized parties.
- 4.3 The CUSTOMER shall ensure that its USERS of the SOLUTION do not allow unauthorized persons to use the portal in its name.
- 4.4 The medium for accessing the vehicle (mobile application and/or RFID sticker) may not be passed on to third parties and must be stored carefully. The CUSTOMER is responsible for all damages resulting from misuse. CompCar reserves the right to take legal action.
- 4.5 The CUSTOMER is prohibited from using modified devices.
- 4.6 In case of suspected misuse of the customer account or loss of an access medium, the CUSTOMER or its USERS must request that CompCar block the item affected as soon as possible. Blocking requests submitted over the telephone must then be confirmed by the CUSTOMER in writing (by post or by e-mail).
- 4.7 For the possible replacement of RFID stickers, fees are charged to the CUSTOMER in accordance with the list of fees (available at: <https://postcompanycars.post.ch/en/service/download-center>).
- 4.8 The CUSTOMER and its USERS undertake when dealing with all user matters to provide full and truthful details, to keep such details up to date and to correct any errors immediately.

- 4.9 The vehicle can be used for business and/or private journeys, which can be logged separately in the booking portal. The CUSTOMER is responsible for the correct handling by the USER and for verifying that the USER does so correctly.
- 4.10 The CUSTOMER is obliged to always keep its USERS up-to-date with regard to contractual regulations, rights and obligations, tariffs and fees as well as procedures.
- 4.11 USERS of pool vehicles must have a driving licence valid in Switzerland for the corresponding vehicle category. If the driving licence is cancelled, they are not entitled to drive the vehicle. The CUSTOMER is responsible for monitoring and ensuring compliance with these regulations. The CUSTOMER undertakes to block outgoing USERS itself in the booking portal.

## 5. Breach of due diligence obligations

- 5.1 CompCar is entitled to block the customer account at any time in the event of non-compliance with the contractual provisions or the GTC on the part of the CUSTOMER
- 5.2 If the customer account is blocked, existing reservations will be cancelled. The reduction of already incurred claims of CompCar and/or the reimbursement of payments already made, as well as claims for damages of the CUSTOMER and/or the USER, are excluded.

## 6. Obligations to provide information

- 6.1 The other party shall be notified immediately in the event of any extraordinary events. Each party shall directly report particularly urgent cases to the other party's designated contact/contact persons. Each party is authorized to request the other party to provide written or oral information on questions pertaining to the performance of this contract.

## 7. Prices and payment methods

- 7.1 The prices and payment conditions specified in the individual contract are decisive.
- 7.2 The CUSTOMER is responsible for settling the invoice promptly.
- 7.3 Objections to the invoice should be sent to CompCar in writing within 30 days of receipt of the invoice.
- 7.4 If payment is not received within the payment period, the CUSTOMER automatically enters into default without requiring a dunning letter; in this case CompCar is authorized to demand statutory default interest on the outstanding amount. Claims for damages are reserved.
- 7.5 Should the CUSTOMER be in arrears with payments to CompCar for more than 60 days, CompCar is entitled to terminate this contract for good cause in accordance with section 16.
- 7.6 Furthermore, the non-use of contractual services by the CUSTOMER shall not exempt it from the obligation to pay ongoing fees.
- 7.7 The Customer is not permitted to offset CompCar claims with counterclaims.

## 8. Scope of usage rights

- 8.1 CompCar grants the CUSTOMER and/or its affiliates a right to use the SOLUTION within the scope of the services according to the individual contract. This right of use is limited in terms of time to the term of the contract and in terms of geography to Switzerland and the EU/EEA area. It also includes the right to use the SOLUTION by the CUSTOMER's USERS.
- 8.2 This does not include the right to resell the right to use the SOLUTION to third parties or to have it used by third parties who do not belong to an affiliated company of the CUSTOMER (see section 8.3).
- 8.3 For the purposes of the agreement, the term "affiliated company" means any entity, company or other unit which, at the relevant time: (i) is controlled by that party; or (ii) controls that party; or (iii) is under joint control with that party. For this purpose, "control" means either the direct or indirect control of more than 50% of the shares or other investments in the company that are entitled to vote in the election of directors (or, in the case of a company that is not a public limited company, in the election or appointment of the relevant administrative bodies).

## 9. Ownership and intellectual property rights

- 9.1 Ownership rights covering hardware and software licences remain with CompCar.
- 9.2 All existing property rights (intellectual property rights and ancillary copyrights as well as any contingent rights thereto) shall remain with the party which has disclosed them. No property rights (copyright, trademark, design or patent rights) shall be conferred by this contract. The CUSTOMER is not entitled to submit or protect

any property rights (intellectual property rights and ancillary copyrights as well as any contingent rights to such) or domain names arising from this business relationship alone without prior agreement to the contrary.

- 9.3 All property rights that arise in connection with the provision of the SOLUTION (process completion, hardware and software components) (including further or new developments) are the property of CompCar or remain with CompCar.
- 9.4 Both parties undertake to indemnify the other Party against any claims by third parties based on the violation of property rights or other rights to the extent that the Party under obligation to indemnify is responsible for such a legal violation as a result of its contractual performance.
- 9.5 The parties shall inform each other immediately of any such claims asserted by third parties. The parties shall consult with each other about the defence against claims. The parties shall provide each other with reasonable support in the defence of such claims and keep each other regularly informed of the progress of the proceedings without delay.

## 10. Use of trademarks and logos

Trademarks and logos may only be used with the written consent of the Party concerned, and for the purpose of the performance of the underlying contract.

## 11. Availability and service interruptions

- 11.1 Access to the SOLUTION requires an Internet connection which is not part of CompCar's service.
- 11.2 The creation, modification and termination of bookings via the app, as well as the opening and closing of the vehicle via remote maintenance (only applies to the built-in solution), cannot be ensured in locations with no or bad Internet reception (e.g. underground car parks). CompCar does not guarantee trouble-free use of the SOLUTION in underground car parks. The CUSTOMER must ensure that there is an Internet connection with sufficient capacity for opening and closing the vehicles. CompCar does not accept any responsibility in this regard.
- 11.3 CompCar endeavours to ensure maximum uninterrupted availability of the login, online services and functions. However, it does not provide any guarantee with regard to the uninterrupted running of the service or the provision of the service at a certain time.
- 11.4 CompCar shall keep short all interruptions necessary to rectify disruptions, implement maintenance windows, introduce new technologies, etc. and will carry them out during quiet times whenever possible.

## 12. Support

For customer support, CompCar provides a support team according to <https://postcompanycars.post.ch/en/service/help-and-support>.

## 13. Contacts

- 13.1 In order to ensure successful cooperation, the parties shall name the organizational units and contacts (offices and people) acting on their behalf in all matters connected with the drawn up contractual documentation.
- 13.2 The CompCar contact person is responsible for the contractual performance of the services. They coordinate the required service units within CompCar. The CUSTOMER's contact shall be responsible for ensuring that the provisions regarding the duties to provide the required goods and services and obligations to cooperate are complied with. They shall also be responsible for the internal coordination of the CUSTOMER's services and for contract management. Changes to contacts shall be shared in advance with the other Party at an early stage.

## 14. Liability

- 14.1 *Liability of the CUSTOMER*
- 14.1.1 The CUSTOMER is liable to Swiss Post for loss or damage due in any way to the non-performance or poor performance of its contractual obligations, if it fails to prove that these are not its fault.
- 14.1.2 The CUSTOMER is liable for any misuse of the SOLUTION until receipt of the written notification of misuse or – in case of loss of the access medium – until CompCar is duly notified. It is also liable in the event of unauthorized disclosure of the access medium to unauthorized third parties.
- 14.1.3 The CUSTOMER agrees to indemnify CompCar against all claims asserted by third parties resulting from the use in breach of contract or unlawful or improper use of the customer account, online services and apps. This also includes an obligation to fully indemnify CompCar against legal defence costs (e.g. court and lawyers' fees).
- 14.1.4 If the CUSTOMER uses unlawfully modified devices (e.g. jailbreak in mobile phones) in accordance with section 4.5 above, then it bears all associated risks and damages in full.

#### 14.2 *Liability of CompCar*

- 14.2.1 As permitted by law, CompCar does not accept any liability for damage or loss due to incidental or ordinary negligence.
- 14.2.2 CompCar shall only be liable for damage to vehicles or to the CUSTOMER's premises during the installation and removal of the hardware if this is due to intent or gross negligence on the part of CompCar. Compensation is limited to the current value of the item in all cases.
- 14.2.3 CompCar does not accept liability – to the extent permitted by law – for direct, indirect or consequential damage such as loss of profit, loss of data or damage.
- 14.2.4 CompCar cannot be held responsible for misuse or damage caused by third parties or for the security failings of the telecommunications network or the Internet and is not obliged to assume any further costs (repair or support costs).
- 14.2.5 CompCar does not accept any liability for damage or loss caused by auxiliaries and third parties it engages (e.g. subcontractors, suppliers, etc.) which result from slight or moderate negligence.
- 14.2.6 To the extent permitted by law, CompCar does not accept liability for damage or loss as a result of improper use of its services (in breach of contract or law).
- 14.2.7 Claims in respect of product liability and personal injury remain reserved.
- 14.2.8 CompCar does not accept liability to the extent that is permissible by law for losses arising from force majeure or disruptions occurring particularly due to lack of Internet connectivity, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of electronic channels by third parties or interruptions and pandemics.

#### 15. **Effective date, duration and termination**

- 15.1 These GTC shall enter into force upon signature of the individual contract by both contractual partners (the date of the last signature shall be decisive) or at the latest upon utilization of the CompCar service.
- 15.2 The service period and any minimum term are defined in the individual contract.
- 15.3 Either Party is entitled to terminate the individual contract without notice for good cause at any time after issuing a reminder, in particular in the event of multiple or serious and culpable breaches of contract or if the other Party is insolvent. The CUSTOMER is considered insolvent in the event that it is issued with a bankruptcy notice or has accumulated excessive debt. Termination without notice is also possible if the management or ownership structure of the counterparty changes such that performance of the contract is no longer guaranteed or the terminating party cannot be expected to continue the contract. Good cause also includes an objection from the Federal Government (our owner) or supervisory authorities, or any other disputes with third parties in connection with the corporate objective in accordance with Art. 3 of the Postal Services Organization Act, which would make the continuation of the contractual relationship unacceptable for CompCar.

#### 16. **Consequences of termination**

- 16.1 Following termination of the contract and upon first request, the parties shall return to the respective other party all documents and other information received during their contractual relationship. All files and other information and data must be destroyed on request of the respective other party. Compliance with the request must be confirmed in writing (or by e-mail). This does not apply to ordinary correspondence and documents that are subject to statutory retention periods.
- 16.2 If CompCar has made investments over a minimal period of the contract and the contract is terminated prematurely for reasons attributable to the CUSTOMER, the CUSTOMER is required to compensate CompCar for these investments on a pro rata basis, taking into account the effective term of the contract on a pro rata basis. This offsetting is agreed in the individual contract.
- 16.3 The hardware components shall be expanded and any usage rights with regard to the software and hardware of the SOLUTION shall end with the termination of the contract.

#### 17. **Involvement of third parties (data processors)**

- 17.1 CUSTOMER may involve third parties to render services and supply the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as CompCar itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of CompCar. CompCar undertakes to select, instruct and monitor such service providers in a prudent manner.
- 17.2 The data processors may also be domiciled abroad. CompCar guarantees that the data processors will apply appropriate data protection in the destination country.

#### 18. **Data protection**

- 18.1 The parties undertake to comply with the provisions of applicable data protection law. Personal data may be processed solely for the purpose of, and to the extent required for, the performance and execution of the contract.
- 18.2 Further information on the handling of data can be found in the separate Privacy Policy for the Corporate CarSharing solution (<https://postcompanycars.post.ch/privacy-policy-carsharing>).

#### 19. **Changes to the GTC or the services offered**

CompCar can amend the GTC and modify or stop the services at any time. Any amendments/modifications or suspension shall be announced in advance in an appropriate manner. In the absence of written objection within one month of notification, the amendments to the GTC shall be deemed to have been approved. In the case of objection, the CUSTOMER shall be free to terminate the business relationship with immediate effect.

#### 20. **Severability clause**

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the clause in question by an admissible effective clause which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.

#### 21. **Assignment of rights**

The assignment of the individual contract or of rights or obligations pertaining to the individual contract shall require written consent from both parties. CompCar may transfer the present individual contract or rights and obligations therefrom to another subsidiary of the Swiss Post Group without the consent of the CUSTOMER. Furthermore, CompCar is entitled to transfer individual contracts or claims therefrom to third parties for collection purposes without the consent of the CUSTOMER.

#### 22. **Applicable law and place of jurisdiction**

- 22.1 The individual contract is governed by Swiss law. To the extent permitted by law, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is waived, as are the conflict of law provisions of the Federal Act on International Private Law (IPLA, SR 291).
- 22.2 The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers). Unless otherwise agreed, Bern is also the place of performance and place of debt collection for CUSTOMERS not domiciled in Switzerland.

#### 23. **Legal form of publication**

The exclusively legally binding GTC which constitute an integral part of the contract are issued to the CUSTOMER electronically or in person. The CUSTOMER acknowledges that an electronic or physical version of these GTC is only a copy of the exclusively legally binding GTC applicable at the time and is legally binding only until such time as it is replaced by a new version. The German version of the GTC is authoritative.