

General Terms and Conditions (GTC) Membership

ev4all AG
Freiburgstrasse 71
CH-3280 Murten
office@ev4all.ch
(hereinafter referred to as 'ev4all')

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1. Types of Memberships

- 1.1. There are three types of membership (Basic, Standard and Premium), whereby the price and services vary for each of the three.

2. Benefits & services for the member

- 2.1. The services from which the member can benefit are listed on the ev4all website.
- 2.2. ev4all does not guarantee that any of the listed services will be available at all times. In particular, ev4all disclaims any liability resulting from the provision or non-provision of a membership service to the extent permitted by law.

3. Duration of the Membership

- 3.1. The duration of a membership is one year from the date of conclusion.
- 3.2. After expiry of this period, the membership shall be tacitly renewed each year for another year. If the member does not wish to extend his membership, he must expressly cancel it with ev4all in due time.

4. Cancellation of the Membership

- 4.1. The membership must be cancelled by the member in writing with three months' notice to the end of the membership period.

5. Terms of payment and electronic invoicing

5.1. Due date of payment

The membership fee is paid in advance for one year and is due at the time of booking.

5.2. **Means of payment**

Payment is processed via e-banking and/or online payment platform. Membership vouchers issued by ev4all can be redeemed at the time of booking.

5.3. **Authorisation to debit the means of payment**

Upon conclusion of the contract, the member authorises ev4all to debit all contributions from the means of payment named by the member when concluding the membership or subsequently submitted or additionally named.

5.4. **Electronic invoicing**

The member agrees that he/she will not receive paper invoices and that ev4all will send an electronic invoice in accordance with the legal requirements to the e-mail address provided.

5.5. The member is responsible for ensuring that the electronic invoices can be sent to him or, if agreed, collected by him in electronic form. The member shall be responsible for faults in the receiving equipment or other circumstances that prevent access. An invoice has been received as soon as it has been delivered to the member's domain. If ev4all only sends a notice and the member can retrieve the invoice himself or ev4all prepares the invoice for retrieval, the invoice is received when it has been accessed by the member. The member is obliged to retrieve the provided invoices within reasonable periods of time.

5.6. If the member does not pay the invoice sent to him within the specified period, a reminder fee of CHF 40 will be charged for each payment reminder. All other costs incurred in connection with the collection of ev4all's claims against the member shall also be borne by the member.

- 5.7. The member waives his right to offset his obligations arising from the Membership against any claims and entitlements he may have against ev4all now or in the future. ev4all, on the other hand, is authorised to offset its own claims against those of the member.

6. Limited liability of ev4all

Any liability of ev4all for itself and the auxiliary persons employed by it towards the member and any additional drivers for any type of contractual and/or non-contractual personal injury and/or damage to property is expressly excluded, insofar as legally permissible, including liability for indirect and/or consequential damage, loss of profit, consequential damage, damage caused by delay, missed connections and opportunities to conclude business, etc.

7. Liability of the member

The member is liable, regardless of fault, for any damage incurred by ev4all due to damage to the vehicle, its destruction and its loss (e.g. due to theft). In particular, the member is also liable for the behaviour of an additional driver or auxiliary persons called in by him. The member must accept their behaviour as his own and is fully liable to ev4all for any resulting damage.

8. Data protection

- 8.1. All data that ev4all receives from the member will be processed in accordance with the provisions of the Swiss Data Protection Act and the EU General Data Protection Regulation (GDPR), where applicable.
- 8.2. ev4all is expressly authorised by the member to process, in addition to their general personal data, all other data contained in their driver's

licence or an identification document (passport/ID) (including pictures), communication data (in particular e-mail address), financial data (e.g. credit card data) and all other categories of personal data in accordance with the data protection provisions on the ev4all website. The member has the right to revoke the above consent at any time. The legality of the processing carried out on the basis of the consent until the revocation remains unaffected by the revocation

- 8.3. The e-mail address will only be used by ev4all to offer the member its own similar goods or services. The member can object to this use of his e-mail address at any time without incurring any costs other than those for the transmission according to basic tariffs.
- 8.4. Name, address and rental data as well as all other information known to ev4all about the member will be transmitted to the respective authority in the event of justified official enquiries (e.g. in the context of traffic rule violations) and to the third party in the event of an alleged violation of the rights of third parties (e.g. in the event of interference with property).
- 8.5. The member recognises that the vehicle is permanently connected to the Internet and that the location and other data of the vehicle are recorded.

9. Application of other GTC of ev4all

- 9.1. The corresponding other GTC of ev4all (rental, purchase, sale, sale on behalf and any others) are applicable to all services within the scope of the membership.
- 9.2. By agreeing to the GTC Membership, the member also agrees to the other applicable GTC of ev4all.

10. Applicable law and place of jurisdiction

- 10.1. The membership contract shall be governed exclusively by Swiss law to the exclusion of private international law.
- 10.2. The contracting parties determine the registered office of ev4all as the place of jurisdiction for all disputes between the member and ev4all.

11. Final provisions

- 11.1. The partial or complete invalidity or nullity of one or more provisions of the Membership Agreement, including these General Terms and Conditions Membership, shall not affect the validity of the remaining provisions. Any invalid provisions or provisions that have become invalid shall be replaced by provisions that come as close as possible to the purpose intended by the invalid provisions.
- 11.2. In the event of ambiguities or contradictions, the German text of the contract and the GTC shall prevail.
- 11.3. ev4all reserves the right to amend these GTC at any time. Amendments or additions to these GTC become part of the contract if the member does not object within 30 days of becoming aware of the amended terms and conditions. They will be made available on the ev4all website.
- 11.4. By paying the annual membership fee, the member agrees to the GTC posted on the ev4all website at that time.

Murten, 1 January 2024