GENERAL TERMS and CONDITIONS (GCC) OF THE MICROLAB

1. Purpose of the contract
1.1 As part of the EPFL pilot project, ENUU SA (the service provider) operates a self-service electric vehicle system in a defined area on the EPFL campus. The current zone can be consulted in Annex E.
1.2 The test phase during which ENUU services will be offered to users will begin on May 07, 2018 and will end one month later, on June 1, 2018. Users may borrow the vehicles, for their personal use, according to the terms and conditions, from Monday to Friday from 8am to 7pm.
1.3 These General Terms and Conditions (GCC) are intended to govern the relationship between users and the service provider and to define the conditions for access and use of the service.
1.4 Access and use of the service are subject to the unconditional acceptance of the GCCs and their strict respect.

2. Registration conditions
2.1 Access to the service is limited to users who are at least eighteen years of age at the time of registration.
2.2 The driving of vehicles is not subject to the possession of a driving license.
2.3 Use of the service is limited to EPFL staff and students only.

3. Registration procedure
3.1 Registration for the service is done via the web page specially created by EPFL.

4. Booking
4.1 The user can book a vehicle via the Enuu smartphone application.
4.2 The reservation is made during Microlab's service hours.

5. Operation of the service
5.1 The vehicles are available to users from Monday to Friday from 8h to 19h. They can be borrowed automatically for personal use.
5.2 The service is only available in the area indicated on the map. Access to all other areas is strictly prohibited for vehicles.
5.3 Within the area of use, the user parks the vehicles correctly on the bicycle parking areas or the shared parking spaces (places mutualisées).
5.4 The duration of use begins when the vehicle is borrowed and ends at the end of the rental.

6. Free service
6.1 The service is made available to users free of charge by Enuu SA.
7. Using the vehicle
7.1 The use of the vehicle is done privately by the user who has personally subscribed to the rental. In any case it is forbidden to rent the vehicle for a third person.
7.2 During the period of use, the user is obliged to respect the legislation in force and in particular the prescriptions of the law on the road traffic and the orders related to it.
7.3 Vehicles must be used correctly and with proper care on suitable paths.
7.4 The luggage rack allows the transport of a maximum payload of 20kg. The user is forbidden to use the luggage rack to transport people.

8. Restrictions on use
The user agrees not to use the vehicle for any misuse, for example:
- a. carry out rides for the purpose of transporting goods or persons in return of remuneration.
- b. participate in vehicle races.
- c. carry dangerous substances or goods.
- d. to commit unlawful acts.

9. Return of the vehicle
9.1 The vehicle must be parked in perfect condition and must be clean inside.
9.2 The costs incurred by moving a vehicle that has not been returned to the defined area will be borne by the user at fault and the user will be prohibited from accessing the service.
9.3 Any damage and/or mechanical problem must be immediately announced to the service provider by the user.
9.4 To terminate the ride, the parking brake must be engaged and the door must be closed.

10. Availability of the offer
10.1 The service provider does not guarantee the user the availability of a vehicle.
10.2 The provider is in no way responsible for the disruptions and shortcomings of the offer and their consequences.

11. Damage, accidents and theft
11.1 The user is required to check whether the vehicle is in perfect working order before using it. If this is not the case, he must abstain from using it and must immediately inform the provider of the damage. Otherwise, the user can be held responsible for the damage.
11.2 In case of breakdown of the vehicle, the user is obliged to immediately inform the provider of the situation.
11.3 In the event of an accident or special events such as theft or loss, the user must inform the service provider immediately. The establishment of a police report is mandatory. The service provider reserves the right to charge the cost of repairing the equipment to the user.

12. Liability
12.1 The user is liable for all damages due to his or her negligence, even if it is not at fault or in
contravention of the law or the GCC. He is obliged to completely compensate the damage caused by the improper use of the vehicles or the violation of these GCC. Consequential damages such as towing, expert fees, loss of hire, legal fees, administrative and judicial costs are attributable in whole or in part to the user.

12.2 The user is responsible for the consequences of violations of the Road Traffic Act (LCR) and related ordinances that he has committed during the period of use.

12.3 The service provider is in no way responsible for damages suffered by the user, directly or indirectly related to the execution of this contract. Are not excluded; damages caused by gross negligence or willful misconduct of the service provider.

13. Insurance

13.1 The use of the vehicle is at the risk of the user.

13.2 The user attests that he is insured against accidents and that he has concluded the private liability insurance (Private RC) required to drive the vehicle or a household insurance with private RC extension.

14. Data protection

14.1 The management and processing of user data is in accordance with the Swiss Data Protection Act. The service provider is entitled to process personal data, to create corresponding data banks and to communicate personal data for the purpose of concluding the contract and terminating the contractual services.

15. Final provisions

15.1 The Service Provider reserves the right to modify these CCGs at any time. Any modification or revision comes into effect immediately. Use of the service is tacit approval of potential modifications or revisions.

15.2 The service provider is entitled to modify, limit or refuse access and use of the service to a user or potential user without having to indicate the reasons and without having to respect any delay. No appeal is possible with respect to the claimant’s decision.

15.3 These general terms and conditions are subject to Swiss law. The court is in Biel.

15.4 English is not an official language of the Swiss Confederation. This translation is provided for information purposes only and has no legal force.