



Carsharing and Rental Cars

General Terms and Conditions of Use

tim Linz

LINZ LINIEN GmbH

for local public transport - a LINZ AG company



täglich. intelligent. mobil.

Ein Service der
LINZ AG LINIEN

As at: February 2023

§ 1. SCOPE OF APPLICATION

- 1.1. LINZ LINIEN GmbH – for local public transport (hereinafter also referred to as “**tim**” in short) rents out cars (as the “Service Provider”) to registered customers or carsharing members (hereinafter also referred to as “Customers”) for short periods of time (carsharing) or long-term (rental car) use, subject to availability. Both natural and legal persons or registered partnerships and associations may be considered as Customers. The provisions apply to the rental of vehicles in stationary carsharing, of which the essential feature is fixed pick-up and drop-off stations or areas. This customer agreement applies to the registration (conclusion of a framework agreement) and the rental of carsharing vehicles and rental cars from **tim**.
- 1.2. Only the prices and fees current at the time of the respective use apply. These can be retrieved at www.tim-linz.at.
- 1.3. For reasons of easier readability, all terms, e.g. customer, participant, driver, are used in a gender-neutral way in this document and cover all genders equally.

§ 2. CONTRACT CONCLUSION AND CONTRACT AMENDMENTS

- 2.1. The framework contract (at least 12 months, with the exception of special offers) between the Customer and **tim** is concluded with the unconditional acceptance of the Customer's registration by **tim**. After making an appointment, you can register in person at the **tim** service centre or online via video conference.
- 2.2. For the prices and fees of individual rental contracts, only the current tariffs and fees at the time of the respective carsharing or renting of a rental car as displayed either in the **tim** booking platform or app at the start of the rental or in the **tim** list of fees retrievable at www.tim-linz.at are decisive. This is an estimated price based on the stated rental period and number of kilometres. The actual kilometres driven or the actual rental period as well as any delays or early returns (premature booking terminations) are decisive for the total price.
- 2.3. **tim** expressly reserves the right to reject registrations and applications from Customers without giving reasons.
- 2.4. **tim** also expressly reserves the right to make appropriate changes to these GTC as well as to the tariff and fees price list. Customers will be notified of changes to these GTC and the list of tariffs and fees by e-mail and by publication on the website. Announced changes are deemed to have been approved if the Customer does not give notice within 4 weeks of communication of such changes, with there also being a special right of termination within the minimum contract duration in these cases. **tim** will specially point out this legal consequence when announcing changes.

§ 3. “TIM” AS INTERMEDIARY

- 3.1. In addition to the vehicles from **tim** Linz, the Customer can also use vehicles from cooperation partners (e.g. **tim** Graz/**tim** Styria central area etc.) as part of his framework contract. In these cases, **tim** Linz does not provide the services as a rental agent, but only as an intermediary. In the case of **tim** Linz acting as intermediary, the contract for the use of the vehicle is concluded exclusively between the cooperation partner as the provider and the Customer as the renter. **tim** Linz is entitled to transmit the customer data to the cooperation partner at the customer's request. The present General Terms and Conditions (GTC) and the list of tariffs and fees of the cooperation partners are to be applied accordingly.

§ 4. HOUSEHOLD-BASED MEMBERSHIPS

- 4.1. If several natural persons living in the same household want to use **tim** jointly, they can form a participant group consisting of a primary customer and one or more secondary customers. The special conditions specified in the fee price list (“members of the same household”) apply to participant groups.
- 4.2. In the case of natural persons (private customers) with a household-based membership, **tim** may request a joint proof of residence from the Customer. Users in a participant group/household-based membership receive separate access media (membership card, username and password). Each user of a household membership is personally liable.

§ 5. MEMBER CARD / ACCESS MEDIA

- 5.1. After concluding the contract with **tim**, every Customer receives an access medium (membership card) and access data for the duration of his **tim** membership, which, after a customer code has been set and in combination with the **tim** booking platform, also gives access to vehicles with built-in access technology. The membership card issued to the Customer remains the property of **tim** and must be handed over upon request. When the contractual relationship ends, the Customer must also return his access medium (**tim** membership card) to the **tim** service centre within 4 weeks (by the end of the following month). The date at which the card arrives at **tim** is decisive. If the Customer misses this deadline, a card fee will be charged according to the **tim** list of fees, see § 16.7 of these GTC. With the exception of legal entities (company/organisation) holding transferrable cards (see § 7 “Driver authorisation”), transferring the access medium, the access data and/or customer codes is not permitted. The Customer undertakes to keep his access data and customer code strictly confidential and not to make them accessible to third parties. The loss or theft of the customer card or the access data must always be reported to the **tim** customer service immediately. The Customer is fully liable for all damage caused by the loss or transferring of the access medium, the access data and/or the customer code, in particular if this made it possible for vehicles to be stolen. In the event of any loss, the Customer will be charged a lump sum for expenses and costs in accordance with the fee price list. **tim** reserves the right to demand compensation for any higher damage that has actually occurred. If additional membership cards / access media are handed over to the Customer, this regulation applies accordingly. For vehicles with built-in access technology, **tim** expressly reserves the right to change the access medium.
- 5.2. The Service Provider is entitled to set a time limit for the membership card and/or the access medium and to only extend it for a specified period of time after the Customer has submitted certain proof (e.g. original driver’s license) and/or, if the Customer has been asked to submit certain evidence, to block the driver authorisation until such evidence is presented.
- 5.3. The **tim** membership card is also the charging card for **tim** e-cars at the free e-charging stations. Charging private electric cars with the **tim** card is a violation of these GTC and can lead to unilateral cancellation by the Service Provider without notice. Charging costs are included in the tariffs and not charged additionally. All free e-charging stations can be found at www.linzag.at/ladestellen.

§ 6. BOOKING PLATFORM, (WEB) APP

- 6.1. In order to be able to use the **tim** booking platform, the Customer must have an internet-enabled device that meets the technical requirements for the booking platform. When downloading the app, the mobile phone system automatically checks whether the mobile phone is compatible. **tim** does not guarantee compatibility. The Customer himself provides mobile data communication for the app and bears all data transmission costs incurred (including any foreign data roaming fees that may be incurred) that are charged by the Customer’s mobile operator. It is the sole responsibility of the Customer to find out about data transfer fees before downloading and using the **tim** app, although such fees may vary during the term of the framework agreement. Reading out, copying or manipulating the app and/or the booking platform is prohibited. It is also forbidden to manipulate the app and/or booking platform in order

to rent or use a vehicle illegally. A breach of this clause entitles **tim** to unilaterally terminate all contractual relationships that have been concluded with the user without notice, in addition to asserting claims for damages.

- 6.2. In addition to the driver authorisation in accordance with § 7 of these GTC, the booking of a specific travel period by the Customer before the start of the journey is a prerequisite for the use of **tim** vehicles. Any booking restrictions must be observed by the Customer. Any use of **tim** vehicles without driver authorisation and/or without booking a specific travel period is not permitted and will result in the legal consequences of § 16.5 of these GTC.
- 6.3. The Customer does not have a right to book a specific vehicle. The Service Provider of the carsharing vehicle or rental car may always provide another vehicle. The vehicle models displayed when booking online are only non-binding examples and may in fact differ from the vehicle provided.
- 6.4. A fee in accordance with the fee price list is charged for the telephonic booking service.
- 6.5. Unless the vehicle has not been booked by anyone else and is made available for a booking, an (existing) booking can be extended at any time. In the same way, any booking can be shortened by the Customer at any time. A complete cancellation of the booking is only permitted if the time of cancellation is before the start of the rental period for this booking. Cancellation may incur charges in accordance with the fee price list.
- 6.6. In line with the idea of carsharing, **tim** reserves the right to sanction booking and cancellation behaviour that is conspicuous and harmful to **tim** or other users by immediate termination if necessary.
- 6.7. Bookings can be made at short notice (to the minute) or up to a maximum of 30 days in advance and for a maximum duration of 30 days. A **tim** service employee can make bookings for Customers up to a year in advance. A processing fee in accordance with the current fee price list is charged for every booking not made by Customers themselves on the booking platform.
- 6.8. The booking period is at least 15 minutes, with billing based on an hourly basis for the carsharing model or on a daily basis (24 hours) for the rental car model.
- 6.9. Customers are prohibited from making individual, consecutive bookings (less than 60 minutes apart) for the same vehicle in order to achieve a lower hourly price (e.g. with the carsharing model). Such bookings are merged by **tim** and charged with a fee based on the fee price list. Bookings made directly before or after a weekend flat rate (Fri. 2 p.m. – Sun. 10 p.m.) are excluded from this rule. In the event of an extension of the weekend rate, Customers do not have to return the vehicle to the location between the bookings.
- 6.10. Temporary technical failures or disruptions cannot be completely ruled out and do not entitle the Customer to assert claims for damages against **tim**.

§ 7. DRIVER AUTHORISATION

- 7.1. Only persons who have concluded a customer contract with the Service Provider (“Customer”) and who have a class B driver’s license valid in Austria are authorised to drive. If the customer contract was concluded as a legal entity (company account), the main participant nominates the natural persons who are authorised to book and drive in the name of and on behalf of the company and who use a shared **tim** card. Legal entities also have the option of obtaining personal cards for individual employees. Costs are incurred according to the price list and per card. In the case of company accounts, the contractual partner (Customer) is liable for his authorised persons and is responsible for their and his own actions.
- 7.2. Driver authorisation or the right to grant driver authorisation to natural persons can be withdrawn in whole or in part from the Customer or authorised persons if vehicles have been treated improperly or the agreement has been violated in any other way. In the case of natural persons, **tim** is also entitled to limit the authorisation to drive and to only extend it for a specified period of time after the Customer’s

original driver's licence is presented and/or, if the driver's licence is not presented despite a request having been issued, to block the authorisation to drive until the driver's licence is presented.

- 7.3. In addition to the above § 6 ("Booking platform, (web) app"), § 8 ("Conditions for vehicle acceptance and use"), § 9 ("Use of the vehicles, hygiene and cleanliness"), § 10 ("Vehicle return"), Section 11 ("Penalties"), Section 12 ("Delays"), Section 13 ("Breakdowns and accidents") and Section 14 ("Damage and liability") of these GTC apply *mutatis mutandis* to authorised drivers.
- 7.4. The renter must be in possession of a driver's license valid in and for Austria for the vehicle category rented by him. If the renter is under the age of 18 at the time this contract is concluded, the contract must also be signed by his legal representatives. In this case, the legal representatives must identify themselves with an official photo ID.
- 7.5. A foreign driver's license is valid in Austria if it is issued by a contracting party to the Paris Convention on the Circulation of Motor Vehicles, Federal Law Gazette (BGBl.) No. 304/1930, to the Geneva Convention on Road Traffic, Federal Law Gazette (BGBl.) No. 222/1955, or to the Vienna Convention on Road Traffic, Federal Law Gazette (BGBl.) No. 289/1982. A driver's licence that is not issued in Latin script (Arabic, Japanese, Cyrillic, etc.) must be supplemented with an international driver's licence.

§ 8. CONDITIONS FOR VEHICLE ACCEPTANCE AND USE

- 8.1. The period of use is the period between picking up the vehicle (acceptance) and returning the vehicle, as well as any action by a Customer in connection with short-term (carsharing) or long-term (rental car) use.
- 8.2. The vehicle must at all times be used carefully and appropriately, in accordance with the instructions in the vehicle manuals, instructions for use and guidelines and in accordance with the training courses offered by the specialist staff.
- 8.3. The Customer is only entitled to use it if he is registered as a **tim** customer, has an active membership and a valid booking (reservation), and also has an unrestricted current Class B licence that is valid in Austria.
- 8.4. Any revocation, restriction or even just a temporary indemnification of driver authorisation must be reported to **tim** immediately and will result in the loss of driver authorisation with immediate effect. Membership is not affected by the loss of driver authorisation and continues uninterrupted.
- 8.5. If driving took place without a valid driver's licence, or if the driving ability of the driver was impaired, for example by alcohol, drugs or medication, **tim** is released from any liability.
- 8.6. The Customer generally undertakes to use the vehicle in accordance with the relevant legal regulations, in particular in compliance with the Road Traffic Act (StVO), the implementing regulations issued for this purpose and the special provisions of other states, countries and municipalities.
- 8.7. The Customer acknowledges that the vehicles are not checked by **tim** between individual bookings. The Customer is obliged to check the vehicle for defects/damage and contamination recognisable to the typical average customer before starting the journey and to compare it with the damage list in the car. The completeness of the vehicle documents must also be checked. If there are defects/damage and/or contamination on the vehicle that are not on the damage list, the Customer must report these undocumented defects/damage and/or contamination to the **tim** customer service before the start of the journey by sending a photo to this effect to **office@tim-linz.at**. Missing documents and missing accessories, especially those required by law (e.g. warning vest, breakdown triangle, first-aid kit, etc.) must also be reported to the **tim** customer service before the start of the journey. If the vehicle is put into operation without any complaints, it is considered to be clean, undamaged (with the exception of the damage entered in the damage list) and containing all the legally required accessories. All defects that already existed before the start of the journey and were not reported to the **tim** customer service by telephone or e-mail before the start of the journey can be charged to the Customer. There may be

impairments caused by the weather (e.g. snowfall, suddenly occurring black ice, etc.) in the outdoor parking areas that may impact the immediate usability and accessibility of the vehicle. In such cases, compliance with the usual quality criteria cannot be guaranteed. No warranty or other claims for damages resulting from this can be asserted against the Service Provider. Seasonal weather conditions resulting in impairments that the Customer can remove with the aids in the vehicle (e.g. ice scraper, hand broom) in accordance with the provisions of the Road Traffic Act (StVO), do not entitle the Customer to free cancellation of vehicle bookings that have already started.

- 8.8. If a vehicle is in an identifiably unsafe condition, the commissioning and use of this vehicle is expressly prohibited and the **tim** customer service must be informed.
- 8.9. Both before commissioning and during use of the vehicle, the Customer must ensure that the range of the vehicle (especially in the case of electric vehicles) is sufficient to be able to properly return and park the vehicle at the agreed drop-off point at the end of the vehicle's use. Any interim charging must be carried out by the Customer during his booking time and the detours required for this must be planned.
- 8.10. When transporting children, the Customer is obliged to use the required booster seat/child seat/baby seat. All manufacturer instructions regarding the installation of booster seats/child seats/baby seats on the front passenger seat/rear seats must be followed without exception. If the passenger airbag is deactivated in this context, the Customer is obliged to activate it again after removing the child seat/baby seat.
- 8.11. Special equipment such as child seats and snow chains are provided free of charge upon request and subject to availability if they are not already in the car. These are to be picked up by appointment at the **tim** service centre and returned properly after the booking has expired.
- 8.12. All vehicles are equipped with the safety equipment required by the Road Traffic Act (StVO) (break-down triangle, first-aid kit, high-visibility vests, etc.). Each Customer is responsible for the use and correct application of the safety equipment. Both the safety equipment and all other items belonging to the vehicle are the property of **tim** and may not be removed from vehicles.
- 8.13. All **tim** vehicles are equipped with a digital Austrian motorway vignette. The green environmental badge for Germany is also attached to **tim** rental cars. Austrian route and tunnel fees as well as foreign tolls are to be paid by the authorised drivers themselves.
- 8.14. Depending on the vehicle type, the **tim** vehicles are subject to their own charging/filling regulations:
 - Electric vehicles must always be attached to the charging station when they are returned and this must then be activated with the **tim** card (e-carsharing).
 - Conventional carsharing vehicles and the **tim** transporter may not be returned with less than 25% tank content.
 - All fuel costs incurred in Austria will be deducted from the Customer's next collective bill. For this to happen, the Customer must send the fuel receipt to **tim** within 4 weeks (by post, in person or via e-mail).
 - The exclusion of the use of "premium fuels" must be observed. Unless otherwise stated, refuelling with premium fuels (e.g. "Aral Ultimate", "Shell V-Power" among others) is not permitted.
 - Conventional rental vehicles must be returned with a full tank at the renter's own expense.
 - The Customer is liable for any consequential damage and additional expenses due to incorrect fuelling (e.g. diesel instead of petrol), see § 13.5.
- 8.15. While travelling, the Customer or Business Customer can use the **tim** card as a charging card for charging the electric vehicle at certain charging stations. This charging card can be used to charge at all charging stations activated for this charging card for the maximum permitted time. All free e-charging stations can be found at www.linzag.at/ladestellen. If the maximum permissible duration is exceeded at all publicly accessible charging stations, the costs incurred will be passed on to the Customer or

Business Customer. As soon as the battery is fully charged, the Customer or Business Customer must stop the charging process and move the electric vehicle (also in accordance with the Road Traffic Act [StVO] and the general terms and conditions of the charging station operator). If the charging process is not completed after the vehicle has been fully charged and the vehicle is not removed, these additional costs will be passed on to the Customer or Business Customer. It is the Customer's own responsibility to supply the e-car with sufficient electricity during the booked period.

- 8.16. In the case of electric vehicles, care must be taken to ensure that the vehicle's own charging cable is always carried in the vehicle during use. Charging cables forgotten at the charging station can be charged to the Customer if they are stolen.
- 8.17. **tim** vehicles may be used within Europe. The Customer is solely responsible for compliance with vehicle-related legal provisions, traffic rules and driver's licence requirements applicable abroad and he releases the Service Provider from any claims. Fuel costs incurred when using a **tim** vehicle abroad will not be reimbursed.

§ 9. USE OF VEHICLES, HYGIENE AND CLEANLINESS

- 9.1. The Customer must treat the vehicle carefully and properly in accordance with the instructions in the manuals and preceding training courses, instructions for use and guidelines as well as in accordance with the training courses offered by the specialist staff, as well as check the tyre pressure and correct it if necessary. The vehicle must be left clean and properly secured against theft.
- 9.2. Self-inflicted, clearly visible soiling (soiling that goes beyond normal signs of use) of the vehicle (both outside and inside) must be removed by the Customer during the booked period at his own expense, otherwise **tim** reserves the right to charge the cleaning and the resulting expenses to the Customer according to the fee price list.

A vehicle is considered to be dirty if it has stains, contains rubbish, green waste, ash, tobacco smoke, dirt from transporting animals or similar. For reasons of hygiene in particular, animals may only be transported in suitable transport containers or on an appropriate protective surface (e.g. a dog blanket), provided their transport is legally permissible. If animals are permitted to be transported and taken along, the vehicle must afterwards be thoroughly cleaned at the Customer's expense. In the event of non-compliance, the cleaning costs will be charged to the Customer either in the amount of the actual expense or as a flat rate according to the fee price list.

- 9.3. Smoking is strictly prohibited in **tim** vehicles.
- 9.4. Furthermore, **tim** vehicles may not be used:
 - to tow or otherwise move another vehicle;
 - for taxi rides or any type of commercial passenger transport;
 - for training purposes (practice and/or driving school trips) or for driving courses (anti-skid courses);
 - at motor sport events or similar competitions;
 - with a number of people or payload that exceeds the values stated in the vehicle documents (overloading);
 - for transporting hazardous substances of any type;
 - in a manner or form that is contrary to the general provisions of the Road Traffic Act (StVO) or the usage regulations for private property that may be driven on;
 - for driving off-road on unpaved roads or paths;
 - for trips to demonstrations/rallies or as an advertising medium

Customers are also prohibited from:

- carrying out unauthorised repairs or modifications to the carsharing vehicles and rental cars;
- removing items that belong to the vehicle equipment;
- deactivating the passenger airbag without activating it again at the end of the trip.

Express written confirmation from **tim** is required for exceptions to these conditions of use.

- 9.5. If a warning light lights up in the dashboard display, the Customer is obliged to stop immediately and contact the **tim** service hotline to coordinate the extent to which the journey can be continued. In this case, the Customer must at any time at the request of **tim** provide the exact location of the rented vehicle and enable inspection.

§ 10. VEHICLE RETURN (END OF RENTAL)

- 10.1. The Customer is obliged to return the vehicle in a proper condition at the end of the booked period of use. The vehicle is considered to have been properly returned when it has been properly closed (doors locked, windows closed, lights switched off) with all documents and equipment provided, and has been returned or left in a clean and operational condition at the pick-up location. At the location, care must be taken to park the vehicle in a parking space with floor markings that match the vehicle type.
- 10.2. Electric vehicles must be connected to the appropriate charging station using the charging cable provided and the charging process must be activated with the **tim** card.
- 10.3. Conventional carsharing vehicles and the **tim** transporter may not be returned with less than 25% tank content. Rental cars must be completely refuelled before they are returned.
- 10.4. The Customer or authorised driver undertakes to put back and stow all documents, movable accessories (such as charging cables, child seats, etc.) and any safety equipment in the designated places (glove compartment, trunk, centre and/or side console).
- 10.5. No liability is accepted for items left in the vehicle.
- 10.6. If there is an unauthorised vehicle in the designated **tim** parking space and the Customer is unable to return the vehicle to the designated parking space, the Customer is obliged to notify the **tim** customer service of this by telephone and consequently by e-mail with photos. The license plate and the **tim** stop/no parking sign must be visible. The Customer must find a legal parking space nearby in agreement with the **tim** service hotline (not at a no-stop zone, even if these are only valid for the next working day, no residential parking spaces, no parking spaces for the disabled, not at entries or exits; parking garages and short-term parking zones only after checking with support and at own cost). After parking the vehicle, its location must be communicated to the service hotline immediately. If this obligation to provide the information is not adhered to, any costs resulting from this, for example processing costs, parking fees, loading fees, towing charges etc. are charged to the Customer in full.

§ 11. FEES AND OTHER CHARGES

- 11.1. There are no parking exemptions for **tim** vehicles. The Customer is responsible for any parking fees payable, such as short-term parking times. Parking fines will be sent to the Customer via e-mail and must be settled by the Customer independently. **tim** does not assume any liability for this and does not prepay any fines. A processing fee is charged for administration according to the fee price list.
- 11.2. Anonymous penalty notices will be sent to the Customer via e-mail and must be settled by the Customer independently. **tim** does not assume any liability for this and does not prepay any fines. A processing fee is charged for administration according to the fee price list.
- 11.3. Driver identity requests received by **tim** will not be forwarded to the Customer by e-mail. With regards to driver identity requests, **tim** is obliged to provide the administrative authority with the data of the Customer to whom the booking was assigned. A processing fee is charged for administration according to the fee price list. The processing fee for the driver identification request also applies if the Customer was previously sent an anonymous penalty notice for the same file number, but this was

not paid to the authority in due time. If, in the case of a driver identity request, the actual driver of a legal entity cannot be determined by the **tim** service centre due to a non-personalised account, the legal entity shall be indicated. The responsibility for providing the information of the driver in a timely manner is transferred to the authorised signatory of the legal entity from this point on.

§ 12. DELAYS

- 12.1. If the return time of a booking cannot be adhered to by the Customer or an authorised driver, the Customer or the authorised driver is obliged to extend the duration of the booking before the original time of return expires. If it is not possible to give an extension due to a booking immediately thereafter and the original return time cannot actually be adhered to by the Customer, **tim** is entitled to bill the Customer for the additional time period after the original booking. In each instance, the **tim** customer service must be informed timeously at **0732/3400-7733**.
- 12.2. This notwithstanding, **tim** shall be entitled, in the event of a delayed return, to charge a lump sum for damages in addition to the actual costs of the vehicle rental and the damage incurred, depending on the duration of the delay, in accordance with the fee price list.
- 12.3. The time of locking the vehicle is decisive for the proper and timeous return of the vehicle. Should the vehicle be locked after the booking time, the return will be deemed delayed, even if the vehicle was already at the assigned location before the expiry of the booking period.

§ 13. BREAKDOWNS AND ACCIDENTS

- 13.1. Should defects, damages or other irregularities (hereafter “Breakdowns” in short) occur with a vehicle which do not affect the rest of the trip and/or the safety of the passengers, the Customer or the authorised driver is obliged to report these circumstances to the **tim** customer service without delay.
- 13.2. In the event of Breakdowns or accidents which make the continuation of the journey difficult or even impossible and/or which endanger the safety of the occupants or users, the Customer or the authorised driver is obliged to immediately halt the trip and to telephonically and without delay determine with the **tim** service hotline whether the trip should be continued.
- 13.3. In general, the following needs to be kept in mind with Breakdowns, accidents or similar occurrences:
 - In the event of accidents, theft, fire, damage caused by wildlife or other damage, the **tim** service centre needs to be informed at **0732/3400-7733** about every incident and the instructions must be followed. Without exception, it is forbidden to independently call a breakdown service. Any fees for police operations and breakdown services called independently must be borne by the Customer themselves.
 - In the case of accidents, a European accident report with the complete data of all persons involved in the accident must be compiled for every incident and sent immediately to **tim**, accompanied by a detailed written description of the incident (with photographs) and a damage report.
 - In the event of accidents, no admission of guilt, assumption of liability or similar documents may be signed or declarations made; admissions of guilt, assumption of liability or similar declarations are not accepted by **tim**.
 - In the event of an accident or a breakdown, the authorised person (and thereby the driver) is obliged to stay at the vehicle until the police and the towing service have arrived and the accident has been handled jointly with the **tim** service centre. The instructions of the **tim** service employee must be followed.
 - Repairs of damages to the vehicle without the permission of **tim** are forbidden without exception.

- The booking will only be concluded after proper return and after the usage fees were calculated accordingly, also in the event of an accident. Should the vehicle no longer be drivable due to the accident or the driver no longer be able to drive, the booking ends after agreement with **tim** and with the handover of the vehicle to the towing company.
- 13.4. When warning lights light up (for example, oil level, ABS, battery or engine control light or other red or orange warning lights), the Customer or the authorised driver is obliged to immediately halt the trip and to telephonically and without delay determine whether the trip should be continued by consulting with the **tim** service hotline. Continuation of the trip before it has been agreed upon with the **tim** service hotline is prohibited without exception.
- 13.5. Operating damage caused by negligent handling of the vehicle (e.g. damage to tyres caused by the driver or incorrect refuelling) and the costs resulting therefrom for **tim** are not covered by insurance and the Customer will therefore be charged in full for the costs incurred.

§ 14. DAMAGES TO THE VEHICLE, LIABILITY

- 14.1. In accordance with the statutory regulations, the Customer is fully liable for all damages, including consequential damages and lost profits, which he causes due to a violation of these GTC and/or due to the improper use of the vehicle.
- 14.2. If a Customer is grossly negligent or even acted intentionally, they are liable to **tim**, also for the damage exceeding the actual insurance benefit (including any recourse claims by the insurance company).
- 14.3. If there is no damage report nor a fully completed accident report and/or a police report, **tim** is entitled to deem the Customer who last used (booked) the vehicle before the damage was ascertained as causing the damage and to hold the Customer liable accordingly.
- 14.4. Violations of the Road Traffic Act (StVO) are, without exception, the responsibility of the Customer. Unless the actual processing effort is higher, the Customer shall at the minimum be charged the processing fee by **tim** in accordance with the fee price list.
- 14.5. If the services of a technician had to be employed due to the Customer not operating or using the vehicle and/or the access technology appropriately or on account of non-compliance with vehicle charging rules (e.g. insufficient charging of electric vehicles, starting or not switching off electrical devices in vehicles, multiple incorrect entries of codes, incorrect refuelling), the cost of the technician's service can be invoiced to the Customer either according to the actual cost or according to the price list.
- 14.6. When using an electric vehicle, the relevant charging cable must always be taken along in the vehicle when it is in use. Expenses incurred by the Service Provider as a result of non-compliance will be charged to the Customer. In addition, the Service Provider is entitled to charge for the recovery of vehicles as well as their loss of use which is incurred as a result of non-observance of the vehicle's charge level and remaining range.
- 14.7. In each case, **tim** expressly reserves the right to charge the Customer with claims for damages to the extent of the insurance deductible in accordance with the fee price list.
- 14.8. The Customer shall be responsible for all actions of authorised drivers as if such actions were his own.
- 14.9. If driving took place without a valid driver's licence, or if the driving ability of the driver was impaired by alcohol, drugs or similar grounds, **tim** is released from any liability.

§ 15. INSURANCE

- 15.1. The Service Provider has taken out third-party liability and fully comprehensive insurance for all vehicles. Furthermore, all **tim** vehicles come with a Europe-wide mobility guarantee of the respective vehicle manufacturer. Information can be found at www.volkswagen.at/service or www.skoda.at/mobilitaet and www.cupraofficial.at/mobilitaetsgarantie.
- 15.2. For accidents caused by the Customer themselves, the Customer shall bear the own contribution which is the amount of the deductible according to the fee price list.
- 15.3. The Customer also has the option to take out a “**tim-PLUS**” membership (fully comprehensive safety package). The cost for this optional insurance cover and the resulting deductible in the event of damage can be found in the latest tariff and fee list.
- The lowering of the deductible in the case of damage (“**tim-PLUS**” fully comprehensive safety package) is only applicable when the “**tim-PLUS**” membership was entered into before the start of the trip.
 - The additional insurance cover can only be utilised by the Customer who concluded the “**tim-PLUS**” membership. The additional insurance cover cannot be transferred to other persons.
 - The lowering of the deductible can only be claimed for one claim within a 12-month period. The additional insurance cover (“**tim-PLUS**”) cannot be claimed for a second case of damage within this time period.
 - The “**tim-PLUS**” membership is always concluded for a minimum of 12 months. If an existing **tim** membership is upgraded to a “**tim-PLUS**” membership, the minimum contract period of 12 months starts anew with the conclusion of “**tim-PLUS**”. The safety package can be terminated after 12 months if a month’s notice is given for the last day of the month. Regardless of the duration of the membership, “**tim-PLUS**” always includes an annual amount of an additional €60.00, which, however, is prescribed in monthly instalments of €5.00. These partial amounts are added to the monthly membership fee. In the event of a termination of the **tim** membership or even of only the “**tim-PLUS**” safety package, there will be no aliquot refund of the annual amount for the “**tim-PLUS**”.
 - **tim** reserves the right to refuse the reservation of this additional insurance cover or to terminate it when there are violations against these GTC.

§ 16. MEMBERSHIP, CONTRACT DURATION, TERMINATION

- 16.1. Membership with **tim** entitles the Customer to book and use carsharing vehicles as well as rental cars if available, at any time, and around the clock against a fee.
- 16.2. Membership does not entitle the Customer to permanent availability of carsharing or rental vehicles. A possible breakdown of one or more carsharing or rental vehicles at a multimodal transport hub or rental location does not entitle the member to a claim for damages. This also applies to lost cards, accidental damage, service and maintenance intervals, delayed return by the previous user, technical defects of the vehicle or the charging station and unavoidable natural events.
- 16.3. In principle, an contract concluded between the Customer and **tim** (membership) is entered into for an indefinite time period (minimum duration: 12 months, except for special offers), and can be terminated in writing by either contracting party after expiry of the minimum term with a notice period of 4 weeks to the end of the month. With a “**tim-PLUS**” membership, termination and settlement are undertaken as in § 15.3 of these GTC.
- 16.4. The signed notice must either be sent by post to LINZ LINIEN GmbH – für öffentlichen Personennahverkehr, Wiener Strasse 151, 4021 Linz, or by e-mail to office@tim-linz.at.

- 16.5. The right on the part of **tim** to extraordinarily terminate the customer contract with immediate effect shall not be affected by the above points. **tim** may terminate the customer contract with immediate effect, and especially if the Customer
- is a user with two overdue payments or is an entrepreneur within the meaning of § 1 of the Consumer Protection Act (KSchG) and is in arrears with due payments;
 - if the Customer generally stops their payments;
 - provided false information at registration or in the course of the contractual relationship or have withheld facts (e.g. a suspended driver's license) and **tim** can no longer be reasonably expected to continue the contract with the Customer;
 - does not refrain from serious violations of the contract in spite of a written warning or when they do not immediately remedy the consequences of the infringements that have already occurred;
 - persistently violates these GTC;
 - has operated a **tim** vehicle under the influence of alcohol or drugs or any other impairments;
 - breaches their duty to provide information in the event of damage.
- 16.6. In the event of extraordinary termination of the contract, **tim** shall in particular be entitled to demand the immediate surrender of the **tim** vehicle just used by the Customer, and to demand a flat-rate compensation for loss of profit in the amount of the fees corresponding with the booking made by the Customer as well as compensation for further damages.
- 16.7. When the contractual relationship ends, the Customer must also return his access medium (**tim** membership card) to the **tim** service centre within 4 weeks (by the end of the following month). The date at which the card arrives at **tim** is decisive. If the Customer misses this deadline, a card fee will be charged according to the **tim** list of fees.
- 16.8. The Customer may suspend membership for a minimum period of three months and a maximum period of six months no more than once a year. If this option is used in the first contract year, the minimum contract period is extended by the duration of the suspension of the contract. A minimum of 12 months must have passed between two contract suspensions. Customer data are not erased during suspensions. Application for suspension of a contract must be sent in writing and at the latest two weeks beforehand to **office@tim-linz.at**.

§ 17. PENALTIES

- 17.1. In the following instances of contractual breach, the Service Provider is entitled to levy a lump sum of EUR 250.00 for expenses and costs:
- Trips without having booked;
 - Unauthorised transfer of the vehicle access authorisation/leaving the vehicle to unauthorised persons;
 - Abuse of charging/refuelling cards;
 - Smoking in the vehicle;
 - Vehicle pick-ups/transports caused by the Customer;
 - Improper transportation of animals (in accordance with § 9.3 of these GTC)

§ 18. PAYMENT TERMS

- 18.1. The Customer will be charged administration or admission fees, fees for the use of the vehicles for own journeys and journeys by authorised drivers, as well as service fees according to the valid price and fee list, whereby the debiting will normally take place on a monthly basis. The Customer receives the monthly collective invoice at the e-mail address provided. Changes to the price and fee list takes place after careful examination of the economic situation, e.g. oil prices, maintenance and procurement costs and the like. Changes are announced on the **tim** website.

- 18.2. The monthly invoice sent to the Customer by the Service Provider is due and payable 14 days after the invoice date. After an instance of default, the Customer is liable for processing costs and default interest. The Service Provider's right to claim further damages caused by the default in payment shall remain unaffected. The Service Provider will, at the Customer's choice, either collect the charged fee by means of a monthly invoice or collect it in the following month by means of direct debit authorisation procedure (SEPA direct debit procedure) if the Customer has provided the relevant authorisation. In the case of a SEPA direct debit, the Customer must issue a corresponding direct debit mandate stating his IBAN and BIC. If a direct debit is not honoured for lack of funds or for other reasons for which the Customer is responsible, the Service Provider can invoice the Customer for the actual amount of the expense or a flat rate according to the fee list, unless the Customer can prove that the expense was lower. The Service Provider may at any time assign its claims to third parties (collection service).
- 18.3. The Customer undertakes to pay for all trips at the respective tariff and to pay any additional charges that may be incurred. All services provided by **tim** shall become due for payment immediately upon being invoiced. In the event of late payment, **tim** is entitled to charge reminder fees. Reminders are sent to the Customer via post. LINZ AG (MANAGEMENTSERVICE LINZ GmbH) acts as the sender. In the event of unsuccessful SEPA direct debits, return debit charges (varying in amount depending on the bank) will be invoiced.
- 18.4. Irrespective of whether a Customer received a reminder or not, unpaid invoices entitles **tim** to suspend driver authorisation without prior notice and to block the customer account until the invoice is fully paid up. For corporate clients with multiple, transferable **tim** cards, all cards can be blocked.
- 18.5. Costs incurred by the Customer during the rental of a conventional carsharing vehicle when refuelling (fuel receipts must have been issued in Austria) will be deducted from the Customer's total invoice in the following month after submission of the fuel receipt within four weeks (in person, by post or by e-mail). If the total of the fuel bill is higher than the total invoice, the difference is transferred back to the Customer's bank account during the monthly pay run. In the event of a transfer to the Customer's bank account, the Customer must complete a corresponding form to provide their banking details (IBAN and BIC), unless **tim** has already received the banking details based on the SEPA direct debit mandate from the Customer.
- 18.6. Objections to invoices have to be lodged within 14 days of receipt and must be exclusively made in writing via e-mail to **office@tim-linz.at** or be sent by post to the **tim** service centre, Wiener Strasse 151, 4021 Linz, otherwise an invoice will be deemed approved.

§ 19. INFORMATION OBLIGATIONS

- 19.1. The Customer or the Business Customer must keep the personal data provided to **tim** for their user account updated. This applies particularly to their private address, e-mail address, telephone number, details of the driver's license and banking details. Should the data demonstrably not be current (e.g. delivery of e-mails is not possible, the telephone number is outdated), **tim** reserves the right to provisionally close the Customer's **tim** user account. **tim** may invoice the Customer or the Business Customer for the actual expense of address tracing or a flat rate according to the fee list.
- 19.2. If the Customer is unable to return the vehicle to the designated parking space, the Customer is obliged to notify the **tim** service centre telephonically and subsequently by e-mail with photographs attached. If this obligation to provide information is not adhered to, any costs resulting from this, for example, parking fees, loading fees, towing charges etc. can be charged to the Customer. A processing fee is charged for administration according to the fee price list.
- 19.3. In the case of accidents, a European accident report with the complete data of all persons involved in the accident must be compiled for every incident and sent immediately to **tim**, accompanied by a detailed written description of the incident (with photographs) and a damage report.

§ 20. DATA PROTECTION

- 20.1. The data protection declaration for LINZ LINIEN GmbH for local public transport can be found at www.linzag.at/datenschutz/linien. This declaration can also be viewed personally at the LINZ AG customer centre (Wiener Straße 151, 4021 Linz) or requested from datenschutz@linzag.at.
- 20.2. The operator of the booking platform (Ibiola Mobilty Solution GmbH) hosts the **tim** systems and thus the customer data via Microsoft cloud services. Microsoft is entitled to engage its contractual partners, which it in turn uses to fulfil the contract, and obliges its contractual partners to adhere to the GDPR (for more details see: www.linzag.at/datenschutz/linien)

§ 21. OTHER PROVISIONS

- 21.1. In the event of any disputes arising from this contractual relationship, Austrian substantive law shall apply exclusively to the exclusion of its conflict-of-law provisions, and the competent court in Linz shall be agreed as the exclusive place of jurisdiction. In the case of Customers who are consumers within the meaning of the Austrian Consumer Protection Act (KSchG) and who have a domicile, habitual residence or place of employment in Austria at the time this action is brought, one of the courts in whose district the customer has his domicile, habitual residence or place of employment shall have jurisdiction. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 21.2. Should one of the provisions of this contract become wholly or partially null and void, ineffective or unenforceable, the effectiveness and enforceability of all remaining provisions remain unaffected. The provision which is null and void, ineffective or unenforceable, shall, if legally permissible, be deemed replaced by such an effective and enforceable provision which comes closest to the purpose of the null and void, ineffective or unenforceable provision in terms of measure, time, place or scope. The same applies for any possible gaps in the present contract. For contractual partners who are consumers according to the Austrian Consumer Protection Act (KSchG), a valid provision provided by law in the case of consumers shall take the place of the invalid provision.
- 21.3. All **tim** vehicles are fitted with GPS and can be located in the event of an incident.

CONTACTS & LINKS

tim service centre

Wiener Strasse 151, 4021 Linz
Tel.: +43 732/3400-7733 (24h)
office@tim-linz.at

Opening hours:
Monday to Thursday: 08:00 - 17:00
Friday: 08:00 - 13:00

Website

www.tim-linz.at

Links and other contacts

E-charging station finder:
www.linzag.at/ladestellen

Anruf-Sammel-Taxi (AST) Linz (dial-a-ride transit):
+43 732/66 12 66 | www.linzag.at/AST

STROM MOBIL e-charging stations fault number:
+43 732/3400-8080 | strommobil@linzag.at

APPENDIX:

PRICES

Prices incl. VAT

CAR SHARING

Prices	VW ID.3 / VW e-Golf / Cupra Born / Skoda Fabia		Transporter	
	€		€	
1st + 2nd hour	€	6.00/h ¹	€	8.00/h ¹
3rd and 4th hour	€	9.00/h ¹	€	11.00/h ¹
5th until 9th hour	€	12.00/h ¹	€	14.00/h ¹
Daily flat rate (10 - 24 hours)	€	98.00 ¹	€	104.00 ¹
Weekend flat rate (Fri. 14:00 – Sun. 22:00)	€	150.00 ²	€	160.00 ²

¹ Price includes 80 km, every additional km €0.18

² Price includes 200 km, every additional km € 0.18

MIETWAGEN

One-day and multi-day prices	Skoda Octavia Combi
1 to 2 days	€ 105.00/day
3 to 5 days	€ 100.00/day
6 to 14 days	€ 95.00/day
15 to 30 days	€ 90.00/day

Maximum rental period: 30 days

FEE PRICE LIST

Prices incl. VAT

Type		Costs
tim-PRIVATE membership		
Registration fee per user/card	once-off	15.00
Registration fee for students (up to 27 years)	once-off	7.50
Registration fee MEGA ticket/KlimaTicket/Semester ticket	-	free
Membership fee	monthly	7.00
Membership fee for household-based users / students	monthly	3.50
tim-BUSINESS membership		
Registration fee per user/card	once-off	15.00
Membership fee for 1 - 4 cards (personalised)	monthly/card	7.00
Membership fee for more than 5 cards (personalised)	monthly/card	5.00
Membership fee for 1 - 4 cards (transferable)	monthly/card	19.00
Membership fee for more than 5 cards (transferable)	monthly/card	13.00
Extra options		
"tim-PLUS" membership ^{*)} (fully comprehensible safety package)	monthly	5.00
^{*)} The monthly membership fee is increased by €5.00.		
Insurance/damages/penalties		
Insurance deductible in case of damage	per claim	750.00
Insurance deductible with "tim-PLUS" safety package	per claim	350.00
Processing of claims within Austria	per claim	30.00
Processing of claims in other countries	per claim	60.00
Processing of administrative penalties	per penalty notice	20.00
- For information provided by the authorities in the case of anonymous penalty notices/driver identity requests		
- For toll fees		
- For processing of other traffic fines/parking fines		
Delay (plus actual use)		
Late return of up to 10 minutes		20.00

Late return up to 30 minutes	50.00
Late return up to 60 minutes	80.00
Late return of more than 60 minutes	100.00
Announced delay with subsequent user/follow-up booking	15.00

Cancellation/processing of booking

Cancellation before start of booking	free
Early termination of booking	free
Handling fee for conspicuous cancellation behaviour	15.00
Booking/change of booking through customer service	per booking 2.50
Booking mergers by customer service	15.00

Vehicle return

Vehicle left at wrong parking space	30.00
Charging cable not connected/charging station not activated (e-carsharing)	30.00
Vehicle returned with less than 25% fuel in the tank (carsharing/transporter)	30.00
Vehicle not filled up with fuel (rental car)	30.00 plus fuel costs
Door/windows not locked	30.00
Lights left on	30.00
Flat rate service charge - returned to the wrong location	250.00

Loss/theft

Loss of motor vehicle documents	30.00
Loss of the tim card ^{*)}	30.00
^{*)} Free of charge when submitting a loss report within four weeks	
Loss of the electric charging cable	350.00

Other fees

Locking fee (unlocking/locking via remote service) - once-off	free
Locking fee (unlocking/locking via remote service) - from the second time onwards	per booking (flat rate) 5.00
Postal invoice dispatch	per letter 5.00
Address investigations after undeliverable letters	per letter 15.00
Retention of the tim card after the end of the contract	50.00

Special fees

Use of service technician due to Customer's negligence	per hour 30.00
Dirtying of vehicle (cleaning time less than 10 minutes)	15.00
Dirtying of vehicle (cleaning time more than 10 minutes)	per hour 50.00
Special cleaning (odours, extensive dirt, animal hairs etc.)	according to expenditure ^{*)}
Smoking in the vehicle (plus cleaning fee)	250.00
Unauthorised disclosure of the access medium	250.00
Leaving the vehicle to unauthorised persons	250.00
Trips without bookings	250.00
Abuse or third-party use of charging cards/fuel cards	250.00

^{*)} According to invoice from external company plus handling fee

Prices and conditions shown for deductibles and additional benefits may be changed without prior notice. Prices inclusive of VAT

As at: February 2023

tim-linz.at