

Chimpy Rental Chargers Terms of Use

1. Application

These terms of use shall be deemed the rental agreement between the rental charger provider Chimpy AG (hereinafter referred to as "**Chimpy**") and the customer (hereinafter referred to as "**User**") who is provided with the rental charger for use. The agreement is procured by the pick-up and return location (hereinafter referred to as "**Point of Sale**"). The terms of use shall apply to both Users registered with Chimpy and Users not registered with Chimpy. All obligations vis-à-vis the User that result from these terms of use shall be solely fulfilled by Chimpy and not by the Point of Sale. The Point of Sale shall procure Chimpy's service on a trust basis on behalf and for the account of Chimpy.

2. Term & termination of the rental service

- The rental agreement shall be deemed concluded as soon as the User has received the rental charger.
- The rental agreement shall have a maximum term of 90 days.
- If the User fails to return the rental charger within 90 days, the rental agreement shall be terminated automatically. The rental charger shall then become the property of the User and the deposit shall be retained by Chimpy in full.
- The User ends the rental agreement by returning the rental charger and paying any outstanding default fees.

3. Rental fee

The rental fee usually amounts to CHF 4.00 (including VAT); however, it may be changed due to price adjustments or promotions. The rental fee set out at the time the agreement is concluded shall apply. The rental fee shall authorize the User to consume the power contained in the charger and to use the rental charger for the maximum period of 7 days (including the day of receiving the charger).

4. Deposit

The User shall pay a deposit amounting to CHF 15.00 for the rental charger and cable during the lending period. The deposit shall be refunded in full if the User returns the rental charger and cable undamaged within the 7-day lending period. The deposit shall not include any value added tax.

5. Default fee

If the User fails to return the charger within the 7-day lending period, default fees amounting to CHF 2.00 (including value added tax) shall accrue for each further week or part thereof. The default fee shall be deducted from the deposit. As from day 43-90, no further default fees shall accrue. Please find an overview of default fees below:

- CHF 2.00 when returning between day 8-14 after pick-up
- CHF 4.00 when returning between day 15-21 after pick-up
- CHF 6.00 when returning between day 22-28 after pick-up
- CHF 8.00 when returning between day 29-35 after pick-up
- CHF 10.00 when returning between day 36-42 after pick-up
- CHF 12.00 when returning between day 43-90 after pick-up

6. Fee for lost cable

The charger shall always be returned jointly with the cable. If the cable has been lost, a fee amounting to CHF 5.00 (including VAT) shall be deducted from the deposit. The maximum fee arising from lost cable and default fee shall not exceed the amount of the deposit provided.

7. Transfer of ownership after 90 days

If the User has failed to return the rental 90 days after pick-up, the ownership of the charger shall be transferred to the User. The deposit shall be retained by Chimpy in full as price. Chimpy shall pay the VAT that accrues on the retained deposit.

8. Payment

Non-registered Users shall pay the fees directly at the Point of Sale by means of the Point of Sale's relevant payment options. The User shall pay the rental fee and the deposit at the time of pick-up. Any default fees shall be deducted from the deposit at the time of return.

Registered Users shall provide a valid means of payment (credit card, debit card, debit account) in their account at Chimpy. At the time of pick-up, the rental fee and the deposit shall be debited from the means of payment the User provided. The deposit minus any default fees (item 5) or fees for lost cable (item 6) shall be credited to the registered User's account at the time the rental charger is returned. The User can view the payment confirmation electronically (e.g. via the App, e-mail or website).

9. Use

The rental charger shall only be used for charging conventional smartphones, mobile phones and tablets. The User shall use the rental charger carefully and as intended and protect it from misuse (item 10). A manual is provided on Chimpy's support website.

10. Misuse

The rental chargers must not be misused. Misuse shall particularly be the deliberate soiling of and damage to charger, cable or label or technical manipulations to the rental charger as well as incorrect use.

11. Return of the rental charger

The charger can be returned to all official Chimpy return locations. A daily updated list of all return locations can be found at www.heychimpy.com.

12. Refund of deposit

The deposit outstanding at the time of return shall be paid out at the return location.

If the sales personnel suspect a defect to the charger according to item 10 at the return location (e.g. any damage to the rental charger, label, cable or other), the cash repayment of the deposit shall be postponed until the functionality of the charger has been checked by Chimpy.

In this case, the deposit shall be handed over in the form of a support ticket that authorizes the User to obtain the outstanding deposit after contacting Chimpy and after the review with Chimpy. The deposit repayment shall be made electronically. The period for checking the rental charger and returning the outstanding deposit shall not exceed 60 days after the return of the rental charger. During this period, the rental charger shall be retained by the Point of Sale and/or by Chimpy.

13. Support

The User may use Chimpy's support free of charge at any time in order to solve problems arising in connection with the use of the rental charger. All methods for contacting Support can be found at www.heychimpy.com/support.

14. Changes

Chimpy shall reserve the right to change the terms of use at any time. The respectively updated terms of use can be found at www.heychimpy.com/terms. Users can also obtain information on changes by e-mail. For this purpose, they require a free Chimpy account. The change shall become integral part of the agreement if the User fails to object to it in writing to Chimpy within 8 weeks after the receipt of the notification of change.

15. Data protection

Data that are collected within the context of the service shall be treated, processed and used according to the provisions of the Swiss Federal Data Protection Act. The user data shall only be used by Chimpy and shall not be disclosed to third parties. Refer to the detailed privacy policies at: www.heychimpy.com/privacy

16. Guaranty & warranty

If the rental charger shows a technical defect, it may be exchanged free of charge or returned against reimbursement of the costs at the pick-up location within 10 minutes after pick-up.

After 10 minutes, only the deposit, but not the rental fee may be reimbursed at the pick-up location. In this case, the User is required to contact Chimpy Support directly in order to claim the rental fee. Chimpy recommends that the User checks the functionality of the rental charger immediately after pick-up. Further claims for damages or defect-related rights shall be excluded. The improper use or deliberate destruction by the User shall render the guaranty void.

17. Liability

The User shall be liable for loss of and damage to the charger up to the amount of the deposit at most. Chimpy shall not be liable for damage caused by the User due to the improper use of the rental charger to himself/herself, his/her smartphone (or other devices) or third parties in intentional or negligent manner. Chimpy shall be liable for damage within the limits of the Product Liability Act.

18. Applicable law & place of jurisdiction

Legal disputes between the User and Chimpy that arise from this agreement shall be subject to Swiss law. Place of jurisdiction shall be Zürich.

19. Severability clause

Should individual provisions of this agreement be invalid or incomplete or should the fulfillment become impossible, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by relevant legal regulations.

20. Contact

Chimpy AG, Baslerstr. 106, CH-8048 Zürich
support@heychimpy.com | www.heychimpy.com
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