



General terms and conditions of business and use

for Holding Graz – Kommunale Dienstleistungen GmbH's
tim carsharing

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1. SCOPE

- 1.1 Holding Graz – Kommunale Dienstleistungen GmbH (hereinafter referred to as “**tim**” or “provider”) rents out motor vehicles available for short-term (carsharing) or longer-term (rental car) use to customers (hereinafter referred to as “customers” or “carsharing members”) who have entered into a general agreement with **tim** in accordance with these General Terms and Conditions (hereinafter referred to as “GTC”). In addition, cargo bicycles can also be hired at specific locations (cargo bikes). Both natural and legal entities or partnerships who have duly registered with **tim** and have a valid general agreement (membership) with **tim** can be considered customers.
- 1.2 Unless expressly agreed otherwise, the following GTC of use apply both to registration with **tim** (thereby entering into a general agreement) and to the short-term rental of carsharing vehicles, the longer-term rental of cars and the rental of cargo bikes (thereby entering into individual rental contracts relating to short-term or long-term rentals).
- 1.3 For reasons of easier readability, all terms, for example, “customers”, “users”, “drivers”, in this document are referred to using gender-neutral terms so as to include all genders equally.

2. CONCLUSION OF CONTRACT AND CONTRACTUAL CHANGES

- 2.1 The general agreement between the customer and **tim** enters into effect when **tim** unconditionally accepts the customer’s registration. Registration must take place online at www.tim-graz.at.
- 2.2 The conclusion of a general agreement with **tim** does not constitute grounds for a legal claim for the conclusion of individual rental agreements with **tim**, either for **tim** or for the customer. For the prices and fees of individual rental contracts, only the current rates and fees at the time of the respective carshare or longer-term rental car use or cargo bike hire are applicable, as they are either displayed at the start of the rental on the **tim** booking platform or app or in the **tim** price list found at www.tim-graz.at. This is an estimated price based on the stated rental period and number of kilometres.
- 2.3 The provider expressly reserves the right to reject registrations and applications from customers without giving reasons.
- 2.4 The provider also expressly reserves the right to make appropriate changes to these GTC and the price list. The customer will be notified of changes to these GTC and the price list by email and by publication on the website. Announced changes are deemed to have been approved if the customer does not object to the change in writing (e. g. by email) within one month of being notified. **tim** will specifically point out these legal consequences when announcing changes. The validity of an objection is determined by whether it is sent within the specified timeframe.

3. PARTICIPANT COMMUNITIES

- 3.1 If several natural persons want to use **tim** together, they can form a community of participants consisting of a first customer and one or more second customers (hereinafter referred to as “community of participants”). The special conditions specified in the price list apply to communities of participants. In the case of a community of participants, the first customer acts as the recipient of all statements and communications from **tim** for the community of participants. In the case of a community of participants, the access medium or the membership card, in accordance with clause 4 of these GTC, may only be used by members of the community of participants of whom **tim** has been notified, and may not be passed on to third parties.

- 3.2 In the case of a community of participants, all members of the community of participants are jointly and severally liable to **tim** for all claims that **tim** has in connection with the community of participants' customer contract.

4. MEMBERSHIP CARD/ACCESS MEDIA

- 4.1 After concluding the general agreement, every customer receives an access medium (**tim** membership card) and access data for the duration of their membership, which, after setting a password and in combination with a smartphone application, gives the customer access to vehicles with built-in access technology. The membership card assigned to the customer always remains the property of **tim** and must be handed over to **tim** at any time upon request. **tim** expressly reserves the right to change the access medium for vehicles with built-in access technology.
- 4.2 The 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 after the customer has submitted certain proof (e. g. the original driving licence) and/or, if the customer does not comply with the request to present such proof, to suspend the customer's authorisation to drive/the customer's account until such proof is submitted. Furthermore, the provider is entitled to suspend the customer's account in the event of any violation of these GTC.
- 4.3 Subject to the special regulations for a community of participants, in accordance with clause 3, and for the use of **tim** by business customers (legal entities or partnerships), in accordance with clause 6 of these GTC, the access medium is specific to the approved participants and must not – as with the access data and/or passwords – be shared with third parties. The access data must always be treated confidentially and must not be made accessible to third parties.
- 4.4 If **tim** vehicles are provided without built-in access technology, the customer will receive the vehicle key from the provider when the customer picks the vehicle up or by entering a code into a key cabinet in a designated space. The vehicle key is to be handed back to the provider when the vehicle is returned or securely locked back into the key cabinet in the designated space.
- 4.5 The cargo bikes offered by **tim** at specific locations can be unlocked or locked using a smartphone application.
- 4.6 If the access medium/vehicle key is lost or stolen, this must be reported immediately either in person to the customer office or by email to **office@tim-graz.at**. In the event of loss/theft of the access medium/vehicle key, **tim** will charge the customer a lump sum for expenses and costs in accordance with the price list.
- 4.7 For the replacement of a lost/stolen access medium/vehicle key, as well as for all damage caused by the loss or disclosure of the access medium/vehicle key, the passwords, and/or the customer code, especially if this made theft of the vehicle possible, the customer is completely liable.

5. VEHICLE BOOKING AND CANCELLATION, CONCLUSION OF INDIVIDUAL RENTAL AGREEMENTS

- 5.1 The booking of a specific travel period by the customer before the start of the journey is a prerequisite for the conclusion of individual contracts and thus the use of **tim** vehicles and cargo bikes, in addition to the authorisation to drive in accordance with clause 6 of these GTC. Booking parameters must be observed by the customer. Any use of **tim** vehicles without proper authorisation to drive and/or without booking a specific travel period is not permitted and will result in legal consequences as set out in clause 13 of these GTC.

- 5.2 The customer has no entitlement to book any specific vehicle or cargo bike. The provider of the carsharing vehicle or rental car is always entitled to provide a vehicle of the same or higher value in place of the booked vehicle class/vehicle type. The vehicle models displayed when booking are only non-binding examples and may actually differ from the vehicle provided.
- 5.3 A fee is charged for the telephone booking service in accordance with the price list.
- 5.4 If the vehicle or cargo bike has not been booked elsewhere and is available for a booking, an (existing) booking can be extended at any time. Likewise, each booking can be shortened by the customer at any time. A complete cancellation of the booking is only permitted if the time of cancellation occurs before the start of the rental period for this booking. In the case of reductions, charges may apply, in accordance with the price list.

6. DRIVING AUTHORISATION

- 6.1 If the customer is a natural person, compliance with the terms pertaining to vehicle booking and cancellation, as laid out in clause 5 of these GTC, as well as regarding receipt and use of the vehicle, in accordance with clause 7 of these GTC, is a prerequisite for the customer to be authorised to drive a **tim** vehicle or **tim** cargo bike.
- 6.2 The customer and any other person authorised by the customer, as long as the customer is travelling with them, are permitted to drive. If the customer is unable to drive a vehicle themselves due to a temporary or permanent physical, mental or emotional impairment, the customer is no longer obliged to travel with authorised persons.
- 6.3 If the customer is a legal entity or partnership, they are also entitled to name one or more natural persons who are permitted to drive in the name of and on behalf of this customer (hereinafter referred to as “persons authorised to drive”). If a customer makes use of this option, the agents or persons authorised to represent them are obliged to verify the driving licences of these natural persons – before authorising them to drive – in accordance with the terms mentioned in clause 7.3.
- 6.4 The customer and persons authorised to drive by the customer are jointly and severally liable to **tim** for all damage incurred in connection with the use of the vehicles by persons authorised to drive, insofar as this is legally permissible. The customer must be able to prove to **tim** at any time who was driving (and thus who was authorised to drive) the vehicle or cargo bike, e.g. in the event of violations of road traffic regulations (“Straßenverkehrsordnung; StVO”).
- 6.5 The customer’s authorisation to drive or their right to grant authorisation to drive to natural persons can be partially or completely revoked if the customer and/or persons authorised to drive make improper use of the vehicles or cargo bikes.
- 6.6 In the case of natural persons, **tim** is also entitled to limit driving authorisations and only extend them for a specified period upon presentation of the customer’s original driving licence and/or if the driving licence is not presented despite being requested, to block the driving authorisation until the driving licence is presented.
- 6.7 In addition to the aforementioned clause 5 (vehicle booking and cancellation), clauses 7 (vehicle receipt and use), 8 (vehicle treatment, hygiene and cleanliness), 9 (vehicle return), 10 (penalties), 11 (delays), 12 (breakdowns and accidents), and 13 (damage and liability) of these GTC also apply respectively to the persons authorised to drive.

7. TERMS AND CONDITIONS OF RECEIPT OF VEHICLE AND USE

- 7.1 The duration of an individual rental contract starts at the booked start of the rental period and ends at the end of the booked rental period, and with the proper return, in accordance with clause 9 of the GTC, of the vehicle or cargo bike to the location from which it was collected, or at the latest with the justified (unilateral) termination of the rental by **tim**, including the proper return of the vehicle or cargo bike to the location from which it was picked up.
- 7.2 The vehicle must be used carefully and appropriately at all times, in accordance with the instructions in the vehicle handbooks, operating manuals, and instructions for use.
- 7.3 The customer is only authorised to drive if they are registered as a **tim** customer, have an active membership and a valid booking (reservation), and also have a valid, category B driving licence issued by the competent authority of an EEA state (EU member states, Liechtenstein, Iceland, Norway). A minimum age of 18 years is required to be eligible to register with **tim**.
- 7.4 Any withdrawal, restriction, or even a temporary seizure of a driving licence must be reported to **tim** immediately and will result in the loss of the authorisation to drive with immediate effect. The membership is not affected by the loss of the authorisation to drive and will continue uninterrupted.
- 7.5 While using the vehicle or cargo bike, the customer and persons authorised to drive must be in full possession of their mental faculties and are not permitted to be under the influence of any drugs and/or alcohol (not above 0.0‰ in their system) and/or to have taken any medication that could impair their ability to drive
- 7.6 The customer acknowledges that the vehicles and cargo bikes are not checked by **tim** between individual journeys. The customer is therefore obliged to check the vehicle or cargo bike for noticeable defects/damage and to determine its operational safety before setting off, and must report any issues, after checking for and documenting any previous damage to the vehicle, via a mobile application or a damage list located in the vehicle. Any (new) defects or damage found must be reported to **tim** before the start of the journey via email, as well as any significant uncleanliness.
- 7.7 If a vehicle or cargo bike is in a recognisably unroadworthy condition, the booking and use of this vehicle is expressly prohibited.
- 7.8 The tyre pressure must be checked before the vehicle or cargo bike is put into operation and, if necessary, corrected professionally and in accordance with the vehicle documentation.
- 7.9 Both before booking and while using the vehicle, the customer must ensure that the range of the vehicle (particularly in the case of electric vehicles) is sufficient to be able to return the vehicle properly to the agreed drop-off location and park it at the end of the vehicle's use.
- 7.10 When transporting children, the customer is obliged to use the legally required booster seat/child car seat/baby seat. All manufacturer instructions regarding the installation of booster seats/child car 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 car seat/baby seat.
- 7.11 All vehicles are equipped with the safety equipment required by road traffic regulations (breakdown 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 the vehicle.

- 7.12 The use of **tim** vehicles is only permitted in those countries that are listed on the International Motor Insurance Card for the vehicle used. The use of cargo bikes is restricted to the Graz area and Graz-Umgebung area.
- 7.13 All **tim** vehicles are provided with an Austrian digital motorway toll sticker and a digital route toll for the A 9 Phyrnautobahn/Bosruck and Gleinalm tunnels. Other Austrian route tolls as well as foreign tolls must be paid by the authorised drivers.
- 7.14 Subleasing or providing **tim** vehicles or cargo bikes free of charge is expressly prohibited.
- 7.15 **tim** vehicles are subject to specific charging/fuelling rules based on the respective vehicle type:
- Electric vehicles must always be attached to a charging station upon their return.
 - Conventional/fossil fuel vehicles may not be returned with less than 25% tank content.
 - The fuel costs will be credited to the customer on their next invoice, provided the fuel receipt is submitted to **tim** by email within 30 days.
 - In cases of longer-term car rental use, **tim** vehicles must be returned with a full tank at the customer's expense.
- 7.16 All carsharing vehicles come equipped with a charging card which the customer is authorised to use for charging the booked vehicle, exclusively during the booked period, at the charging stations of the **tim** locations and at third-party charging stations. Any misuse of the card will be reported to the authorities. In the event a card is lost, a fee will be charged according to the price list.
- 7.17 The charging card may only be removed from the card slot in the glove compartment for charging purposes and must be returned to the card slot once charging is completed.
- 7.18 When charging at third-party charging stations (non-**tim** stations), the fair use limit applies: the maximum charging time is three hours at accelerated charging stations and one hour at fast charging stations. In the event of misuse, additional fees will be charged.

8. TREATMENT OF TIM VEHICLES, CLEANLINESS AND HYGIENE

- 8.1 Smoking is prohibited in **tim** vehicles. Furthermore, the **tim** vehicles may not be used
- to tow another vehicle or otherwise move in such a capacity
 - for taxi rides or any kind of commercial passenger transport
 - for training purposes (practice and or driving school trips) or for driving courses (anti-skid courses)
 - at motorsport events or any similar competitions
 - with a number of people or vehicle load capacity that exceeds the values stated in the vehicle documents (overload)
 - for the transport of hazardous materials of any kind
 - in a way or form that runs counter to the general provisions of the road traffic regulations or the usage regulations for private property
 - for driving off-road on unpaved roads or paths or on non-public roads
 - for driving off-road where snow chains are compulsory for cars
 - for driving at demonstrations or rallies
 - as an advertising medium

Exceptions to these terms of use require express written permission from **tim**.

- 8.2 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 and are transported, the vehicle must then be thoroughly cleaned afterwards at the customer's expense. In the event of non-compliance, the cleaning costs incurred will be charged to the customer, either in accordance with the severity of the uncleanliness, or as a flat rate, in accordance with the price list.
- 8.3 If the interior of a vehicle is rendered dirty by the customer beyond typical signs of use, cleaning costs will be charged in accordance with the severity of the uncleanliness or as a flat rate, in accordance with the price list. A vehicle is considered to be dirty as stated above especially if there are stains, rubbish, green waste, ash, evidence of tobacco smoke, dirt caused by the transport of animals, or any other comparable uncleanliness.
- 8.4 Damage caused by improper and/or inappropriate use by the customer will be charged to the customer in full.
- 8.5 If the conditions for use are grossly disregarded, **tim** expressly reserves the right to assert claims for damages and to report (criminal) violations.
- 8.6 Any existing defects before driving begins that are not reported in writing by email (including photos to document such defects) to the **tim** service centre before starting the journey will be charged to the customer.
- 8.7 In addition, **tim** is entitled to refuse bookings from customers regarding use at any time without giving reasons for the refusal, or to terminate such bookings early.

9. VEHICLE RETURN (END OF RENTAL)

- 9.1 If the customer would like to terminate an individual rental agreement, the customer and/or persons authorised to drive are obliged to return and/or drop off the vehicle in a clean and operational state at the location from which it was picked up no later than the end of the booked rental period.
- 9.2 The customer or person authorised to drive is obligated to leave and put back all documents, portable accessories (such as charging cables, child seats, etc.), and any safety equipment in their designated locations (glove compartment, boot, centre and/or side console).
- 9.3 Clearly visible soiling of the vehicle or cargo bike (both outside and inside) caused by the customer must be removed at their own expense during the booked period; otherwise, **tim** reserves the right to add cleaning fees in accordance with the price list to the customer's invoice.
- 9.4 The return of a vehicle is considered to be in order if the vehicle is in a clean condition, with all its documents, with a full tank of fuel at the customer's own expense (applies only to long-term rental car use), with all the vehicle's accessories and safety equipment, properly closed (doors locked, windows fully closed, steering wheel locked, lights switched off), and parked at the **tim** location from which it was picked up, in the marked and/or signposted **tim** parking spaces. Electric vehicles must be connected to the corresponding charging station using the charging cable provided. Cargo bikes are considered to have been returned properly if they are properly locked at the rental location.
- 9.5 If vehicle keys were required to operate the vehicle, these must be deposited at the specified location.
- 9.6 No liability is accepted for objects that are forgotten, stolen, or left behind in the vehicle.

10. PENALTIES

- 10.1 There are no parking exceptions for **tim** vehicles. The customer is responsible for paying all parking and short-term parking fees. Parking fines will be forwarded to the customer by email and must be paid independently by the customer. **tim** assumes no liability and will not pay any fines. A processing fee will be charged in accordance with the price list.
- 10.2 Anonymous fines are forwarded to the customer by email and must be settled independently by said customer. **tim** assumes no liability and will not pay any fines. A processing fee will be charged in accordance with the price list.
- 10.3 Driver identification requests received by **tim** will not be forwarded to the customer by email. In the case of the aforementioned notices, **tim** is obliged to share the data of the customer to whom the booking was assigned with the administrative authority. A processing fee will be charged in accordance with the price list.
- 10.4 If, in the case of a driver identification request, the actual driver, as part of a legal entity, cannot be identified by the **tim** service centre due to a non-personalised (e.g. transferable) account, the legal entity is given as the source responsible for this information. From this point, the responsibility for the timely disclosure of the driver's identity passes to the authorised signatory for the aforementioned legal entity.

11. DELAYS

- 11.1 If the customer or a person authorised to drive cannot meet the return time stated in a booking, the customer or the person authorised to drive is obliged to extend the booking period before the original return time has expired. If an extension is not possible due to an immediately subsequent booking and the original return time cannot actually be met by the customer, **tim** is entitled to charge the customer for the time exceeding the original booking period.
- 11.2 Irrespective of this, in the event of a delayed return, **tim** is entitled to charge a lump-sum late fee based on the duration of the delay in addition to the actual costs incurred for renting the vehicle and the damage incurred, in accordance with the price list.

12. BREAKDOWNS AND ACCIDENTS

- 12.1 If defects, damage or other irregularities (hereinafter referred to as “breakdowns” for short) occur when using the vehicle or cargo bike which hinder the continuation of the journey and/or the safety of the occupants, the customer or person authorised to drive is obliged to report these circumstances immediately (without delay) by telephone to the customer service department.
- 12.2 In the event of a breakdown or accident that renders the continuation of the journey more difficult or impossible and/or that endangers the safety of the occupants or users in any way, the customer or person authorised to drive is obliged to immediately suspend the journey and contact the **tim** service centre to determine to what extent the journey can be continued.
- 12.3 In general, in the event of a breakdown, accident or similar event, the following applies:
- In the event of damage caused by accidents, theft, fire, wildlife, etc., the **tim** service centre must always be contacted on 0316 887 4755 and the instructions must be followed. It is forbidden without exception to independently call a roadside assistance service. Any charges for police operations or roadside assistance services will be paid by the customer.

- In the event of accidents, a European accident report with the complete data of all persons involved in the accident must be filed and immediately sent to **tim** together with a detailed, written description of the event (with photos) and a damage report.
 - In the event of accidents, no acknowledgements of guilt, acceptance of liability or comparable documents may be signed or declarations made; **tim** does not accept acknowledgements of guilt, assumption of liability or similar declarations.
 - In the event of an accident or breakdown, the person authorised to drive (i. e. the driver) is obliged to stay with the vehicle until the police and roadside assistance arrive.
 - Repairing damage to the vehicle is prohibited without exception.
- 12.4 If warning lights come on (e. g. oil level, ABS, battery or engine, or other red or orange warning lights), the customer or person authorised to drive is obliged to suspend the journey immediately and contact the **tim** service centre to determine whether the journey can be continued. Continuing to drive before the **tim** service centre has been contacted by telephone is prohibited without exception.
- 12.5 Operational damage caused by negligent handling of the vehicle or cargo bike (e. g. self-inflicted tyre damage, improper refuelling, etc.) and any resulting follow-up costs incurred by **tim** are not insurable and will therefore be charged in full to the customer.

13. DAMAGE TO TIM VEHICLES, LIABILITY

- 13.1 The **tim** service centre must be notified immediately in the event of any damage or accident, without exception. **tim** will not accept damage reports that have not been communicated by telephone (e. g. by email or post). The accident report with the complete data as well as the photos of the damaged vehicle(s) must be sent to **office@tim-graz.at**.
- 13.2 In accordance with statutory regulations, the customer is fully liable for all damage, including consequential damage and loss of profit, which they cause as a result of a violation of these GTC and/or the improper use of the vehicle or cargo bike, or as a result of any misuse of the charging card.
- 13.3 If a customer has acted with gross negligence or even wilful intent, the customer is also liable to **tim** for the damage in excess of the actual insurance coverage (including any recourse claims by the insurance company).
- 13.4 If there is neither a damage report nor an accident report and/or police report, **tim** is entitled to regard the customer who last used (booked) the vehicle or cargo bike before the damage was determined as the cause of the damage and to be held liable accordingly.
- 13.5 Violations of the road traffic regulations are without exception the responsibility of the customer themselves. Unless additional processing is required, **tim** will at least charge the customer the basic processing fee, in accordance with the price list.
- 13.6 If the customer renders it necessary for a technician to be deployed due to the improper operation and/or use of the vehicle and/or the access technology, or due to improperly following the rules for vehicle charging (such as, for example, insufficiently charging an electric vehicle, failing to turn on or off items in the vehicle that consume electricity, the repeated incorrect entry of codes), the customer can be charged for the costs of the technician's work, either according to the extent of services rendered or in accordance with the price list.
- 13.7 In any 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 price list.

- 13.8 The customer is responsible for all actions by persons authorised to drive as if they were their own actions.
- 13.9 In the case of journeys taken without a valid driving licence or if the driver's ability to drive was impaired due to being under the influence of alcohol, drugs, or due to any similar reasons, **tim** is released from any liability.

14. INSURANCE AND DEDUCTIBLE

- 14.1 The provider has taken out liability and fully comprehensive insurance coverage for all vehicles.
- 14.2 In the event of accidents for which the customer is at fault, the customer bears the deductible in accordance with the price list.
- 14.3 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 most recent version of the price list.
- The reduction of the deductible in the event of damage ("**tim-PLUS**" fully comprehensive safety package) is only applicable if the "**tim-PLUS**" membership was entered into before the start of the journey.
 - Only customers who have signed up for a "**tim-PLUS**" membership can take advantage of the additional insurance cover. The additional insurance cover cannot be transferred to other persons.
 - The reduction of the deductible can only be claimed for one incident within a 12-month period. The additional insurance cover ("**tim-PLUS**") cannot be claimed for a second case of damage within this timeframe.
 - 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 over from the time the customer signs up for "**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. If the **tim** membership or only the "**tim-PLUS**" safety package is terminated, there will be no prorated refund of the annual amount for "**tim-PLUS**".
 - **tim** reserves the right to modify the booking of this additional insurance cover or to terminate it in the event of any violations against these GTC.

15. MEMBERSHIP, CONTRACT TERM, TERMINATION

- 15.1 A **tim** membership entitles the customer to book and use **tim** vehicles at any time "24/7" depending on their availability. They can also hire cargo bikes at certain locations.
- 15.2 A general contract (membership) concluded between the customer and **tim** is initially valid for one year from the signing of this agreement (minimum term) and can be terminated in writing by both contracting parties after the minimum term has expired, with a notice period of at least two weeks before the end of the month.
- 15.3 Notice of termination must be given in writing to Holding Graz – Kommunale Dienstleistungen GmbH **tim**, Steyrergasse 116, 8010 Graz or by email to office@tim-graz.at.
- 15.4 Membership does not entitle the customer to the permanent availability of **tim** vehicles or cargo bikes. A possible failure of one or more **tim** vehicles at a multimodal node or rental location does not entitle the member to a claim for damages. This also applies to card loss, accidental damage, service and maintenance intervals, late return by the previous user, technical defects in the vehicle and the charging station and unavoidable natural disasters.

- 15.5 The right of the contracting parties to exceptionally terminate the general agreement is not affected by the above clauses. The provider can terminate the general agreement, particularly if the customer
- a. is a user who owes two overdue payments or is a business owner in accordance with § 1 of the Consumer Protection Act (KSchG) and has overdue payments;
 - b. has generally ceased their payments;
 - c. has provided incorrect information during registration or in the course of the contractual relationship or withheld facts (e. g. having their driving licence revoked) and **tim** can no longer reasonably be expected to continue the contract with the customer;
 - d. despite a written warning, does not refrain from seriously breaching the contract or does not immediately resolve the consequences of contractual breaches that have already occurred;
 - e. has operated a **tim** vehicle under the influence of alcohol or drugs.
- 15.6 In the event of an exceptional termination of the general agreement or an individual rental agreement, in accordance with clause 15.5, **tim** is expressly entitled to demand the immediate return of the **tim** vehicle currently being used by the customer, as well as a lump-sum compensation for lost profits equal to the charges as per the customer's booking, and compensation for further damages, but not for other lost profits.
- 15.7 The customer can suspend their membership for a period of at least three months and a maximum of six months once a year. If this option is used in the first year of the contract, the contract is subsequently extended by the duration of the suspension. At least twelve months must have elapsed between two membership suspension requests. Customer data will not be deleted during the suspension.
- 15.8 The customer has the right to cancel the general agreement within 14 days without giving any reason. The cancellation period is 14 days from the day the contract is concluded. To exercise their right of withdrawal, the customer must send a clear statement (e. g. by post or email) informing Holding Graz of the decision to withdraw from the contract. The cancellation form is available at www.tim-graz.at. To exercise their right of withdrawal within the deadline, the customer must send the cancellation form before the right of withdrawal period expires. The customer has no right of withdrawal regarding individual rental contracts they have concluded with **tim**. This does not affect the customer's right to cancel a booking, in accordance with clause 5.4. If the customer revokes the general agreement, Holding Graz will repay all payments that it has received from them immediately and at the latest within 14 days from the day it received the general agreement cancellation form relating to the customer's membership.

16. INFORMATION OBLIGATIONS

- 16.1 The customer is obliged to keep **tim** up to date with regard to their name, address, contact details, driving licence information and bank details. The customer is liable for damage and consequential damage resulting from outdated or incorrect customer data.
- 16.2 If the customer cannot return the vehicle to the designated parking space, the customer is obliged to inform the **tim** service centre of this by telephone and subsequently by email with photos. If this obligation to provide information is not complied with, the costs incurred, e. g. parking fees, charging fees, towing fees, etc., are passed on to the customer. A processing fee will be charged for processing, in accordance with the price list.

17. FEES AND INVOICES

- 17.1 The customer undertakes to pay the fees, displayed in the **tim** app/booking platform at the time of booking or at the start of the rental or according to the price list applicable at that time, as well as any other costs (e.g. for delays, cleaning of the vehicle, etc.). All prices that are displayed to the customer on the booking platform during the booking are only non-binding estimates. Billing is based on the actual duration (in hourly increments) of the respective individual rental contracts (i.e. on the basis of the duration from the beginning of the booked rental of the vehicle until the end of the journey through the expiry of the booked period and the proper vehicle return, in accordance with these GTC, or according to the kilometres actually driven).
- 17.2 The customer undertakes to pay for the journeys at the respective rates and to pay any additional fees that may be incurred. All **tim** services are due for payment immediately upon invoicing. In the event of a delay in payment, **tim** is entitled to charge reminder fees.
- 17.3 Complaints regarding the accounting must be made in writing (by email) within fourteen days after the accounting, otherwise an invoice is considered approved.
- 17.4 Irrespective of whether a customer has been reminded or not, unpaid invoices entitle **tim** to suspend the customer's authorisation to drive without prior notification until the outstanding invoice has been paid in full.
- 17.5 For customers who provide, in a timely manner by email, evidence of possessing a **Klimaticket Styria ("Klimaticket Stmk")** or **Klimaticket Austria ("Klimaticket Ö")**, as well as a **Top-Ticket** for students, the one-off registration fee and the monthly membership fees are waived from the month following the purchase of the annual travel pass for the remaining period that the annual pass is valid. This promotion is valid until further notice. Discounts already claimed are not affected by the cancellation of the promotion. The free membership ends in the month in which the annual pass expires and is converted into a paid membership agreement with the monthly fees mentioned above. If, after the annual ticket has expired, proof of the acquisition of a new annual card/ticket is provided in a timely manner by email and the promotion has not been revoked by this point in time, the customer can renew their membership for free for the period that the new annual card/ticket is valid. Membership fees that have already been paid will not be refunded.

18. PRIVACY POLICY

The data protection information of the provider, i.e. Holding Graz – Kommunale Dienstleistungen GmbH, Andreas-Hofer-Platz 15, 8010 Graz, can be accessed at <https://www.holding-graz.at/de/datenschutz>.

19. OTHER PROVISIONS

- 19.1 Both the general agreement and the individual rental agreements are subject to Austrian law to the exclusion of any conflict of laws rules.
- 19.2 The place of jurisdiction for entrepreneurs within the meaning of the Consumer Protection Act ("Konsumentenschutzgesetz; KSchG") is agreed to be the court competent for the first municipal district of Graz. In relation to consumers, the domicile, the habitual residence, or the place of employment of the consumer is agreed as the place of jurisdiction. If the domicile, habitual residence, or place of employment of the consumer is not in Austria, the place of jurisdiction is the first municipal district of Graz.

- 19.3 There are no verbal amendments to the agreement. Legal declarations by the customer regarding contract changes or supplements must be in writing (email is sufficient).
- 19.4 Should one or more provisions of these GTC be or become invalid or void, the validity of the remaining provisions shall remain unaffected.
- 19.5 In cases of the use of services offered by Energie Graz GmbH & Co KG (subsequently also referred to by the abbreviation “EGG”), their contractual terms and conditions for the use of the EGG charging stations apply exclusively.

1. CONTACTS

tim service centre

Steyrergasse 116, 8010 Graz

Email: office@tim-graz.at

Service and emergency numbers (24/7)

Service number: 0316 887 4755

Online:

tim: www.tim-graz.at