



TERMS AND CONDITIONS

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1. Preamble

In addition to these general conditions of use of Cruizador, please also read the standard terms of insurance (STI) of our partner, Helvetia Swiss Insurance Company Ltd (Helvetia hereinafter), also available on our platform (right [here](#)). Helvetia STIs rule in particular [point six \(6\)](#) of this document.

2. Concept used, contractual relations, general principles

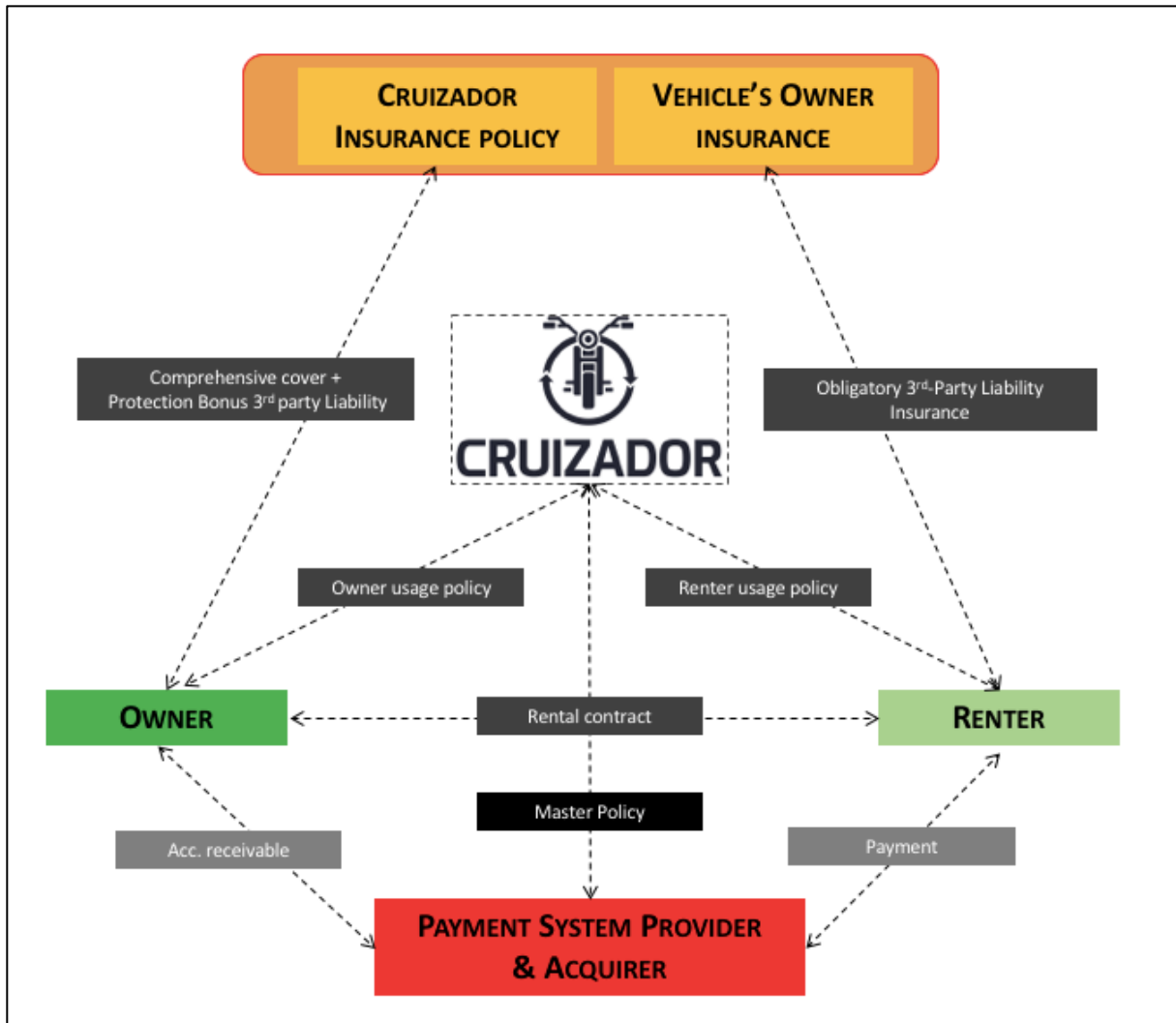
2.1. Glossary

Platform	Website of Cruizador Sàrl, used for the intermediation between owner and renter for the rental of vehicles and by which the reservation of vehicles is carried out.
Renter	Natural person who rents vehicles via the Cruizador Sàrl platform.
Owner	A natural or legal person offering vehicles for rent to users on the platform.
Insurance	This is Helvetia Swiss Insurance Company Ltd (Helvetia hereinafter).
Third-Party Liability Insurance	Insurance company with which the owner has taken out the obligatory third-party liability insurance of the vehicle's owner and, if applicable, a comprehensive or partial cover for his rental vehicles, which are not part of the insurance cover according to section 6.
Usage fees	Fees charged by Cruizador Sàrl for any booking.
User	Person who registers as an owner or renter on the Cruizador platform.
User profile	User profile designed for the registration and processing of personal data as well as specific data concerning the rental and which relate to the owner or renter.
Vehicle	Means of locomotion (motorcycle) whose rental is offered by an owner to renters via the Cruizador platform.

2.2. Contractual relations

By using the services offered by Cruizador Sàrl ("Cruizador"), the following contractual relationships are established:

- A user agreement relating to the platform is taken out between Cruizador and the owner as well as between Cruizador and the renter (see section 3.2).
- A rental agreement is taken out between the renter and the owner (see section 3.6).
- An insurance contract exists between Cruizador and the insurer. The insured persons are the renter and the owner, insofar that there is no exclusion from the insurance cover (see section 6).



2.3. General principles

When using Cruizador's services, users are required to comply with the legal requirements at all times. In the use they make of the platform and in other services of Cruizador, they guarantee that no rights of third parties are violated and that their offers and the data provided are in accordance with the law. When photos are used, preference will be given to personal documents; if third-party photos are used, it must be ensured that the corresponding usage rights exist. Users of the platform are not allowed to use the information they obtain in this capacity as well as other data (e.g. vehicle data, photos, etc.) for purposes other than those described on the platform. In particular, without the Cruizador's prior express consent, they are prohibited from transmitting contact details and email addresses to third parties, or from using such data for advertising or for their own offers.

2.4. Application fields

These General Terms and Conditions ("GTC") rule the use of the services offered by Cruizador. Separate provisions available on the website also apply to the use of the website www.cruizador.com.

Cruizador reserves the right to modify these GTC at any time and without giving reasons. The user has the possibility to refuse his agreement to the new provisions, with a written notification within 14 days from the publication of the modifications. In case of use of the platform by the user after the publication of the

modifications, the modifications are deemed accepted. In case of rejection by the user of the modified GTC, Cruizador reserves the right to immediately terminate the contractual relationship with him. In this case, the contract will be terminated, and consequently the services of each party that have been provided for a future use not yet performed will be returned.

3. How does Cruizador work?

3.1. Content of the platform

In particular, the following operations can be performed via the platform:

- Owners register their vehicles for rental;
- Renters search for vehicles and reserve them, respectively make a reservation request to the owners; and
- the owners validate the reservation requests according to their availability and the availability of their vehicle.

Cruizador reserves the right to expand or reduce the range of usability, content and functions offered on the platform and may choose to offer certain features only on the website. Cruizador may submit the use of the platform itself or some of its elements to the fulfillment of specific conditions or the provision of additional data. The platform is operated and maintained by Cruizador as an intermediary.

3.2. Use of the platform

The registration on the platform is free and does not create any obligation for the owner or renter to conclude a rental. Are entitled to register individuals (major and capable of discernment) and legal persons. Only one registration per individual or legal person is allowed.

When registering, the user is obliged to provide, in the respect of the truth, all the data useful to carry out this operation; any subsequent changes must be updated without delay in the user account.

The user is obliged to keep all his stored data and passwords secret and to keep them in a way that prevents any access to third parties. The user account is personal and non-transferable. If a user wishes to register on the platform, he is obliged to provide the additional information required in the registration procedure and to download/upload the necessary documents. When a legal entity registers as a user, it must provide the identity of the natural person who is authorized to represent it.

The user is aware that Cruizador, to protect other users, will verify his identity and the representation powers of legal persons. Moreover, Cruizador may also control his creditworthiness. Cruizador does not control the authenticity of user data. The user is responsible for ensuring that his data is at all times truthful (e.g. the validity of the driving license at the time of booking). It is also the responsibility of the users to carry out usual checks before the conclusion of any rental agreement.

Cruizador makes no modification of the contents introduced by the user. Exceptions are reserved for technical reasons (e.g. display on mobile devices, Apps, etc.) or in case of knowledge of illegal content or contrary to mores. Cruizador reserves the right to refuse registration of a user without giving reasons. A right to use the platform exists only within the limits of the current state of the technology. Cruizador specifically reserves the right to make the platform available only for selected operating systems and certain versions thereof. If necessary, Cruizador can limit or even suspend access to the platform's services for reasons of capacity, security and integrity of the server or for other technical needs. Whenever possible, Cruizador will signal such restrictions in advance to users.

3.3. Provisions applicable to the owner

As part of the registration process as owner, the user must provide the following information:

- For a natural person, her personal data such as: e-mail address, telephone number, postal address, age, etc.;
- For a legal entity, its identification and contact data, such as: company name, ID number, address, head office, surname and first name of the representative, documentary evidence attesting in particular to the powers of representation of the beneficiary (e.g. extract from the Commercial Register), e-mail address, telephone number;
- Data relating to the proposed vehicle (s): minimum mark, model, year, engine capacity, power, category of license required, a copy of the vehicle's registration document may also be requested;
- Renters must also provide information on their nationality (copy of an official document) and their driving license: category, date obtained, etc. A copy of the official document may also be requested.

The following insurance coverages must be mentioned: compulsory vehicle 3rd-party liability insurance, as well as any comprehensive or partial insurance cover concluded; as well as the choice between the different models of contract.

Unless otherwise specified in the contractual model, the contract of use for the owner may be terminated after the expiration of the minimum duration of the contract by each of the parties, with a 30-days period for the end of one month.

The completion as well as the sending of the registration request constitutes an offer of the user to Cruizador to conclude a contract of use for the owner, by means of the chosen contract model. Cruizador then checks whether the user fulfills the conditions to be registered as an owner (see section 3.3.1).

The owner can set and modify at any time the rental price of the vehicle for rent. Cruizador price information is not binding and is provided for informational purposes only. If the owner changes the rental price of his vehicle, the prices for the current bookings remain unchanged.

The owner has no right to a minimum number of rentals.

3.3.1. Requirements for the owners

The owners must meet the following conditions:

- to have informed his insurance company of the occasional or regular rental of his vehicle(s) on the Cruizador platform;
- to fulfil the conditions incumbent on the owner and be fully registered as such (see section 3.3);
- to hold a registration document issued in Switzerland for all vehicles rented;
- to have made the necessary declarations and spontaneously paid all the taxes and other royalties related to the use of the services of Cruizador.

In case of non-compliance, Cruizador reserves the right to exclude the owner from the platform. When the owner is a legal person (e.g. dealer, garage, or any other type of legal person), the exclusion extends to the whole legal person and not only to representatives or employees who have failed their obligation(s).

It is the **owner's responsibility to verify, with his insurance**, by means of the model letter on the website www.cruizador.com, that the **liability insurance cover is given in case of rental of the vehicle to a third party**. The responsibility of Cruizador Sàrl cannot be engaged in this respect.

The owner is aware that his compulsory liability insurance may, by law, exercise recourse against the policyholder or the insured person (owner or the persons he answers for, in the first place the driver), particularly in case of serious misconduct. The responsibility of Cruizador Sàrl cannot be engaged in such eventuality.

3.3.2. Requirements for the vehicle

So that a vehicle can be offered for rental on the platform, it must meet the following criteria cumulatively:

- the vehicle must have been validly checked by the competent cantonal authority, have no technical defects and be able to circulate and safe;
- the delivery of the vehicle to a third party must not be limited or prohibited by law or by contract (e.g. in the case of leased vehicles, the conditions of the contract in question must be examined);
- standard Swiss license plate (no garage plate, temporary registration, etc.), with black numbers on a white background;
- the maintenance work and services are carried out at the intervals recommended by the vehicle manufacturer or according to the instructions displayed in the vehicle.

In case of non-compliance, Cruizador reserves the right to remove the vehicle from the platform and/or to exclude the owner from the platform.

The owner is responsible for ensuring that the criteria fixed are respected at all times and undertakes to remove immediately from the platform vehicles that no longer meet the criteria set. Vehicles that are temporarily not likely to be rented must also be disabled on the platform.

Cruizador Sàrl cannot be held responsible for any damage that may occur due to the poor vehicle conditions.

3.4. Provisions applicable to the renters

3.4.1. Requirements for the renters

The renters must meet the following conditions cumulatively:

- be **at least 25 years** old;
- hold a driving license issued or recognized in Switzerland that has not been withdrawn or lost at the time of rental, **for at least 3 years** and corresponding to the category of the rented vehicle;
- be solvent, in particular being able to pay the rental price, the deposit and the costs related to the rental;
- hold a bank account for possible refunds as well as;
- hold a valid credit card, whose limit is sufficient for the intended use of the platform.

In case of non-compliance, Cruizador reserves the right to exclude the renter from the platform.

4. Rental agreement

4.1. In General

Users have no right to the conclusion of a rental. Cruizador is not part of the rental but only acts as an intermediary between the owner and the renter by providing the platform and the related offered services on the platform.

The renter searches for the vehicles and the periods of availability on the platform and makes a reservation, respectively a corresponding reservation request. The renter takes note of the fact that a copy of his driving

license can be transmitted to the owner at his request. The owner acknowledges that a copy of the registration document may be given to the renter at his request. The rental agreement, including the conclusion of any insurance, comes off when the booking has been successfully completed by the renter. The conclusion of the rental agreement is confirmed to the renter and the owner when Cruizador sends a confirmation.

4.2. Obligations of the owner

With the entry into force of the rental agreement, the owner undertakes to provide the renter with the vehicle at the agreed time and place, under the conditions defined in the rental agreement and these GTC. The owner must fulfill the following obligations:

- to drop off the proposed vehicle with a filled tank, the vehicle must be in working conditions, safe and have the agreed characteristics;
- to have completed truthfully and updated the list of damage;
- to have mentioned possible particularities specific to the rented vehicle;
- to have left a copy of the registration document in the vehicle;
- to deactivate vehicles that no longer meet the conditions (see section 3.3.2);
- to have communicated the insurance conditions to the renter;
- to notify immediately the renter and Cruizador at the end of a rental the defects of the vehicle or the damages suffered by the latter which appeared/occurred during the rental. The right to claim defects against the renter is extinguished when the owner hands over the vehicle without having announced the damage, or at the end of a period of two weeks, starting from the end of the rental. Hidden defects remain reserved.

If, after the use of the vehicle made available to the renter, a violation of the traffic law should be sanctioned, it is up to the owner to take all necessary measures with the criminal authorities to avoid being condemned as a driver. The responsibility of Cruizador Sàrl cannot be engaged in this respect.

The owner is aware that, under art. 90a LCR and the provisions of the penal code, criminal authorities may be required to sequester, resp. to confiscate the vehicle, even if he is not the owner of the vehicle particularly in the case of a serious offense committed by the driver. It is the owner's responsibility to arrange for the vehicle to be returned by the penal authorities, or if necessary to obtain damages from the renter, it being specified that Cruizador Sàrl cannot be held liable as such.

4.3. Obligations of the renter

The renter has the following obligations:

4.3.1. In general

- to rent only vehicles that it is authorized to use (that is to say, corresponding to the category mentioned on the driving license);
- pay the rental price and any additional costs (see section 4.4.).

It is the renter's responsibility to make all arrangements to examine whether he has private insurance cover in case of driving a third-party's vehicle (i.e. of which he is not the owner).

4.3.2. At the time of taking possession of the vehicle

- have inspected the vehicle for the purpose of identifying any damages and defects not mentioned in the description of the vehicle, or on the list of damage mentioned by the owner and, if such defects exist, have documented them in the vehicle inspection form (a template is provided by Cruizador).

4.3.3. During the use of the vehicle

- to be equipped with all the necessary (safety) equipment as indicated in the law for the practice of the motorcycle (helmet, shoes, gloves, etc.);
- to comply with all legal requirements when driving the vehicle (e.g. traffic rules, permissible blood alcohol level, etc.);
- no to transfer the vehicle to unauthorized countries under the applicable insurance conditions (i.e. "territorial scope/validity" for Cruizador insurance);
- to comply with the technical requirements and usage instructions;
- to carefully treat the vehicle, particularly using it carefully and with respect for the environment, and adopting a prudent and anticipatory driving style;
- to keep the vehicle clean;
- to protect the vehicle against theft within the realms of possibility;
- to drive the vehicle by him/herself (no transfer to third parties);
- not to board on the vehicle objects exceeding the payload, likely to endanger its safety or likely to damage it;
- not to use the vehicle for races of any kind, sports meetings or other similar events, nor on tracks, training grounds or circuits, nor for outdoor contests; not to use the vehicle for taxi rides of any kind (including Uber, etc.), for towing or moving other vehicles, for transporting hazardous materials, for participating in events or for using them as an advertising medium;
- not to modify the appearance of the vehicle or make any technical changes to it or carry out repairs by him/herself;
- not to sublet the vehicle;
- to observe any additional exclusions of use defined in the applicable insurance conditions.

Any breach of these rules may be considered a gross negligence and result, in particular, in the exclusion of the renter of the platform and any other appropriate measure depending on the circumstances.

4.3.4. In case of damage, breakdown, theft, etc.

- announce without delay the incident to Cruizador, which will take care of/process the accident/claim with the insurance. For Cruizador insurance: calls +41 79 191 57 89 and/or support@cruizador.com) and follow the instructions of the insurer or the third-party liability insurer;
- fulfill the obligations contained in these GTC as well as those indicated in the standard terms of insurance (STI), respectively the third-party liability insurer, namely
 - announce the damage,
 - provide clarification,
 - cooperate and limit the damage;

- not to sign any form of debt recognition, or to take any other measure recognizing damage or guilt that could influence the outcome of any liability claims;
- In the event of a contravention and/or violation of the traffic rules, the renter will inform Cruizador and the owner without delay and agrees to collaborate with the authorities. In addition, Cruizador reserves the right to charge additional administrative fees (see section "additional fees").

The responsibility of Cruizador Sàrl cannot be engaged because the renter does not return the vehicle to the owner.

4.3.5. Before and at the time of return of the vehicle

- fill the tank to the maximum (see section 4.7);
- return the vehicle in time and at the place agreed with the owner (including paying any parking fees). Vehicles may not be parked on parking spaces with parking rights limited to specific days or time slots;
- eliminate the dirt of the vehicle originated during the rental, unless otherwise agreed with the owner at the time of keys hand-over;
- check the vehicle and record/report any new damage on the damage list, as well as announce it directly to the renter and the insurer;
- replace items that have been temporarily removed from the vehicle (saddlebags, top case, etc.).

4.4. Fees

4.4.1. In General

The registration on the Cruizador platform is free. Private or professional owners (dealers, garages, etc.) are entitled to register up to 5 vehicles free of charge. Cruizador reserves the right to charge additional fees for any additional vehicle registration. These costs are invoiced in accordance with the indications on the website and can be modified at any time.

In addition, Cruizador reserves the right to charge additional and/or optional services to the owner, such as, for example, the promotion of its advertisement (featured listing), technical assistance or the delegation of the registration of its vehicles ("premium registration").

4.4.2....basic rental price

The basic rental price requested by the renter includes the remuneration for the rental period (per 24-hour period) and, depending on the vehicle, for the kilometric rate provided by the owner (per day). The included kilometers that are not fully used are lost. They cannot be added to a subsequent booking or refunded.

In case of early termination of the rental or failure to realize the trip, the renter has no right to reimbursement of all or part of the basic rental price.

4.4.3....additional kilometers

If they wish, private owners can decide of a km/day « allowance ». Any **additional kilometers** (as soon as the quota is exceeded) are **charged on a fixed base price of 0.40 CHF/additional km**. This fee can be modified at any time.

Professional hirers can decide on the amount of the additional km, between 0.1 and 1CHF per additional km.

In all cases, the price of the additional km will be indicated in the details of each listing, in the section **rental conditions**, as well as in the details of the reservation, at the time of the booking.

4.4.4....service fees

The service fees allow the use of the Cruizador platform and the provision of services such as customer service for reservations. The service fees are billed according to the information on the website.

4.4.5....payment methods

Cruizador establishes the bill in the name of the owner.

Cruizador charges on the renter's credit card the basic rental price (during the booking) and the price of additional kilometers at the end of the rental agreement.

Any refunds are made to the renter's bank account or credit card. Any cancellation fees in Cruizador's favor are charged on the renter's credit card.

In case of breach of obligations, any amounts due subsequently are to be paid and give lead to direct billing between the renter and the owners (e.g. late return fees, administrative costs, fines, etc.). Cruizador reserves the right to claim the amounts due subsequently directly from the renter responsible for the violation.

At the end of each month, Cruizador transfers the rents to the owner's bank account, after deduction of Cruizador's commission, for all rental contracts due and fully paid during the month in question. It is the owner's responsibility to ensure that the data related to his credit card/bank account is constantly kept up to date, respectively that the accounting movements on behalf of a legal person are correctly reported and up to date.

If a dispute arises between the renter and the owner concerning the rental agreement, and the dispute in question affects the amount of the rental, Cruizador reserves the right to withhold all or part of the owner's remuneration to the owner until the case is solved. The same principle applies in the presence of sufficient suspicion that a rental agreement has been concluded between the owner and the renter for illegal motives or in violation of these GTC.

4.5. Loan and rental of equipment and accessories

A **private owner** may lend and/or rent out equipment and certain accessories for the vehicles to the renter for a surcharge, without obligation on the part of the owner. The renter may, at the time of booking, add the accessories he/she requires at a surcharge, provided that the accessory is offered by the renter. The system will automatically adjust the rental price according to the renter's request (add-on).

The terms relating to the rental and loan of equipment or accessories from a **professional hirer**, i.e. a garage, a dealer, etc., to a renter is to be agreed directly with the hirer. Where appropriate, the parties should set up a system to provide the guarantees required for the conclusion of such an agreement, such as the establishment of an amendment to the basic rental contract, regulating in detail the terms of loan or rental of equipment or accessories.

The renter is responsible for the equipment and/or accessories loaned. In case of loss or damage, the renter must indemnify the owner for the damage caused.

Cruizador Sàrl cannot be held responsible for facts resulting from the conclusion of a loan or the rental of equipment or accessories between the rental company and the renter.

4.6. Additional drivers

The rented vehicles cannot **under any circumstances** be entrusted to additional drivers. The rental agreement is valid between an owner and a single renter.

The vehicle can only be driven by the renter signing the rental agreement. The renter signing the rental agreement remains fully responsible vis-a-vis Cruizador, for the fulfillment of all obligations resulting from these terms and conditions, the rental contract and especially in case of accident, even if he/she is not the driver.

Cruizador also reserves the right to take additional measures (blocking, banishment, etc.). In case of non-compliance with these terms and conditions, Cruizador reserves the right to exclude the user from the platform.

4.7. Refueling

The renter agrees to return the vehicle fully fueled, unless otherwise agreed with the owner at the time of the keys hand-over. If for one reason or another, the owner recovers his vehicle with a tank that is not full, Cruizador will be entitled to charge additional fees or to retain on the deposit the compensation provided for in [appendix 10](#).

4.8. Cancellation policy

The current cancellation policy and related fees are listed on the Cruizador website ([here](#)). As such, it will be necessary to distinguish between:

- Cancellation due to non-compliance with these GTC;
- Cancellation by one of the parties (renter or owner).

In case of cancellation due to non-compliance with the GTC, e.g. when a renter does not have the right driver's license, Cruizador reserves the right to charge cancellation fees. These will also be indicated on Cruizador's website.

It is also possible that one of the parties decides to cancel a reservation, e.g. if the motorcycle is unavailable due to a mechanical problem, or if the renter has an impediment. The user will refer to the Cruizador site to learn about the cancellation policy.

Cruizador further reserves the right to introduce different cancellation policies, i.e. soft/flexible policy e.g. "free cancellation up to 24 hours before departure" and a strict policy "all reservations will be final and the amount of the reservation will be forfeited in the event of cancellation". Cruizador will leave the choice to the owner to apply such or such cancellation policies. And the cancellation policy will be indicated on each listing.

5. Liability

5.1. Cruizador general disclaimer

Cruizador is released from all liability, to the fullest extent permitted by law. In particular, Cruizador does not answer for the completeness or accuracy of the data provided by users on the platform. Liability is in all cases excluded for consequential damages (loss of profit, damage resulting from defects, etc.).

5.2. Owner's responsibility

The owner does not answer for inconveniences and costs incurred by the renter when, at the beginning of the agreed rental, the rented vehicle is not available or is not available in time for reasons of force majeure, or because the previous renter is late in returning the vehicle.

5.3. Renter's responsibility

The renter responds in full to the damage he has caused during the rental, unless he proves that he has committed no fault and that the damage is covered by the insurance, respectively the liability insurance of the person in charge, the renter or, where applicable, the owner. The tenant also responds to violations of the law committed during the tenancy, in particular the traffic rules and other order requirements (e.g. fines).

Similarly, the renter responds to offenses committed after the end of the rental period such as parking the vehicle on a paid parking space without paying the costs or in a prohibited location.

The renter releases the owner from the payment of fines, taxes and other charges to which the owner is liable under decisions of authorities in case of violations.

The renter is liable for any hidden damage caused during the rental, but which occurs only after the end of the rental period to the extent that they are not covered by insurance coverage; likewise, in the event of non-compliance with his obligations, the renter is liable to the conditions set out in [section 6](#).

6. Insurer

6.1. In general

Professional vehicles can be insured by Cruizador's Partner Insurance, under the same conditions as for private vehicles. However, if the professional rental company **renounces the use of Cruizador's insurance, its insurance will be used exclusively**.

Cruizador insurance **applies** in principle for the duration of the agreed rental for the rental of:

- Private vehicles (peer-to-peer moto sharing).
- Company vehicles that are used for the commercial purposes of the rental company/dealership/garage and managed/reserved on Cruizador.
- Garage vehicles (replacement vehicle or demonstration vehicle which are rented when not in use), insofar as the renter is not an employee or the vehicle is rented for private purposes.
- Vehicles of professional service providers (car rental agencies, companies whose vehicles were acquired exclusively for rental).

Cruizador insurance **does not apply** to the rental of:

- Vehicles whose residual value, including accessories, exceeds the maximum price indicated on the website.

The following points are in principle covered by Cruizador insurance solution:

- Comprehensive cover (partial cover included) up to CHF 40'000 per accident;
- Supplement to the liability insurance of the vehicle owner (deductible and loss of bonus);
- Assistance: in case of eventual accident.

In accordance with the provisions of Cruizador insurance, specific exclusions from the insurance cover apply in the case of third-party liability insurance, comprehensive cover and assistance insurance, in reference to Helvetia Standard Terms of Insurance (available [here](#)).

The deductible supported by the insured person in the event of insurance cover is paid under "Compensation and deductible", in the Insurer's Standard Insurance Terms. In the event of a claim, any deductible will be supported by the renter.

Cruizador assumes no responsibility for the insurer's solvency.

The owner and the renter take full understanding and agree that Cruizador is called upon to communicate to third parties and more particularly to the insurer various information related to the insurance cover. These include vehicle data, the names and surnames of the owner and/or renter, including those of the additional renters/drivers, as well as the times of the beginning and the end of the vehicle's rental. In the event of a claim, Cruizador also provides the insurer with additional information for the processing of the claim, such as the addresses and telephone numbers of the owner and the renter, as well as data relating to their respective driving licenses (issue dates, numbers). The owner and the renter take due note and agree that the insurer is entitled to require the renter or the owner to provide additional information useful for the evaluation and processing of the case (duty of cooperation).

In addition, the renter and the owner take due note that the insurer may use experts to clarify the circumstances of the accident.

6.2. Deposit and deductible

6.2.1. Deposit

For each rented vehicle, a **minimum deposit of CHF 1,000** is deposited by the renter to Cruizador.

The professional hirer (garage, agency, dealer) may decide to set another amount for the deposit. This will be indicated in the listing details.

The deposit is to be deposited at the latest at the time of the conclusion of the contract by the renter. The amount is blocked on the renter's bank card (in Swiss francs, CHF, only).

Cruizador reserves the right to refuse the rental if the deposit is not deposited (because the credit card is blocked due to insufficient limit for example), even if the vehicle has been reserved and the rental related payment has been made.

When the vehicle does not show any damage during its return, the deposit is returned in full to the renter, under conditions of the lump sum damages provided for in [section 10](#). The same applies if the vehicle shows damage attributable to a third party recognized and found by the police (e.g. the renter is hit by a guilty third party). If the deposit was made by credit card, the deposit is returned within 48 hours from the next business day.

When the vehicle presents damage that is not attributable to a recognized third party (e.g. vandalism, parking damage, accident for which the renter is responsible), Cruizador keeps the amount of the deposit until a garage evaluates the amount of the damage and makes the necessary repair. Once the repair is done, Cruizador retains the amount of the deposit corresponding to the price of the repair of the damage as well as the related costs and restores the possible difference to the renter.

If the amount of the repair exceeds the deposit, Cruizador retains the deposit and charges the renter an additional amount, payable within 10 days, corresponding to the price of the damage's repair and the related costs.

The price of the deposit on the website is on an indicative basis and can be changed at any time.

6.2.2. Deductible

For each rented vehicle, a **deductible (casco) of at least CHF 1,000** is provided for in the rental agreement.

If a professional hirer, a garage, an agency or a dealer decides to use his own insurance, instead of the one proposed by Cruizador, he/she will be able to fix another amount for the deductible. This will be indicated in the listing details.

Additional costs may be charged to the renter and are not included in the deductible.

If the vehicle is destroyed or considered by the insurance as total damage, the full amount of the deductible is due by the renter to Cruizador.

In case of gross negligence within the meaning of applicable law, of the insurance policies or these general conditions, the full amount of the damage is borne by the renters and the deductible does not apply. The renter commits a serious fault in case of incorrect use of the vehicle or if he leaves the authorized territories (see point D1 of Helvetia STI, available on the platform of Cruizador, [link](#)).

The price of the deductible on the website is on an indicative basis and can be changed at any time.

7. Violations of obligations

The proper functioning of the intermediation services in the field of vehicle rental and the smooth running of the rental agreements imply that the renter and the owner comply with the requirements and obligations set out in these General Terms and Conditions. Non-compliance or violation of such obligations may result in additional charges in the relationship between the owner and the renter. The penalty fee must be claimed directly by the beneficiary party against the other party. Cruizador can take additional sanctions (see [figure 8](#)).

If the renter does not return the vehicle in time, the rental fee for the extended rental period will be charged or retain on the deposit in addition to the penalty fee (see [section 10](#)).

The renter is required to pay the owner all fines, taxes and other consequential costs of any kind related to traffic violations committed during the term of the rental. If the renter's cooperation is required (e.g. in cases of exceeding the authorized speed), the latter undertakes to provide the necessary information to the authorities.

Traffic violations also include parking the vehicle on parking spaces with parking rights limited to specific days or time slots. Cruizador reserves the right to extend or reduce the list of penalty fees, as well as to adapt them. Such changes are announced in accordance with the general principles governing the amendment of these GTC ([section 2](#)).

8. Deactivation, sanctions, blocking

If a user violates these GTC, violates the law, does not respect the rental agreements or violates the rights of third parties, asserts his rights and duties in an abusive manner or if Cruizador has other legitimate interests to do so for the protection of other users, Cruizador reserves the right to:

- warn the user;
- limit the use of its platform generally or only for certain users;
- temporarily deactivate certain offers (e.g. when a user does not react to requests for a long period of time; as long as a conflict between the lessor and the renter is not resolved; if fees have not been paid);
- deactivate offers (e.g. if the vehicles, the owner or the renter do not fulfill the conditions set out in these GTC);
- temporarily block the user from accessing the platform (blocking);
- proceed to the definitive blocking of access to the platform when the user violates seriously or recurrently the obligations incumbent on him/her.

9. Final dispositions

9.1. Transfer

Cruizador reserves the right to transfer to third parties all or part of its rights and obligations resulting from the contract of use.

9.2. Force majeure

Neither the user nor Cruizador shall answer for the non-fulfillment of contractual obligations if the failure is due to a case of force majeure (count among these causes the strikes, the terrorist acts, the armed conflicts, the natural disasters, measures of authority, etc.). In particular, there is no entitlement to compensation.

9.3. Partial invalidity

If certain provisions of these terms and conditions turn out to be invalid or inapplicable, the validity of other provisions and GTC in general will not be affected. The invalid or inapplicable provision will be replaced by a provision which, economically speaking, is as close as possible to that found to be invalid or unenforceable.

9.4. Applicable law and competent court

Swiss substantive law is applicable. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11 1980 is excluded. Any dispute arising out of or in connection with these GTC shall be brought exclusively before the ordinary court of Cruizador Headquarters, in Fribourg (Switzerland).

In case of a translation conflict, the French version prevails.

Fribourg, the 4/28/22

10. Appendix: administrative fees and penalty fees (“lump sum damages”)

- Late return of the vehicle:
 - <30min: free
 - 30min to 59min: 40 CHF
 - More than 60min: an additional rental day is charged + related fees
- Unfilled fuel tank: cost price plus 20 CHF processing fee
- Vehicle returned in a dirty condition: 40 CHF
- Damage to the vehicle not reported: 200 CHF

In the event of negligence or negligent breach of obligations by the renter or owner, Cruizador reserves the right to charge a processing fee ranging from CHF 50.- to CHF 500.- in the most serious cases and/or requiring the most admin work. This amount will be charged to the offending party.