

GENERAL RENTAL CONDITIONS

The telephone and telephone accessories are rented by RentaPhone SA according to the following conditions.

I. REMITTAL OF THE TELEPHONE AND TELEPHONE ACCESSORIES

1. The renter is the user of the telephone and telephone accessories.
2. The mobile telephone and accessories shall remain the property of RentaPhone SA.
3. The renter hereby acknowledges having received the mobile telephone and accessories in perfect condition and undertakes to return them: – in the same condition; – to the same place on the date indicated in this contract.
4. The renter undertakes to use the mobile telephone and accessories in a proper and reasonable manner. If the renter authorizes a third party to use the mobile telephone, the renter remains liable to RentaPhone SA for ensuring that the third party uses the telephone in conformity with the present contract.
5. The renter uses the mobile telephone and telephone accessories at his/her own risk and peril. RentaPhone SA may not be held responsible for any consequences on the human organism from using the mobile telephone or accessories.
6. The renter shall be solely liable for any damages that may arise from negligence or improper usage of the telephone or accessories. RentaPhone SA and/or its agent shall not be liable in any event whatsoever for any loss, damage or poor handling of the telephone and accessories caused by the renter.
7. In the event the mobile telephone or any of the accessories is returned to a place and/or on a date that was not previously agreed upon with RentaPhone SA, the renter undertakes to pay a fee of CHF 60.00 per day as compensation to RentaPhone SA for missed losses caused by the delay in returning the telephone and accessories.

II. EXTENSION OF THE RENTAL AGREEMENT

1. The renter shall have to notify RentaPhone SA 24 hours in advance of any extension in the duration of this contract without having to pay an addition fee to extend the agreement.

III. RENTAL FEES

1. The fees in effect at the time of rental are mentioned in the contract.
2. The renter shall pay the following fees to RentaPhone SA in either Swiss francs or in euro.
3. The total charges shall be composed of the following fees: – the full amount for the rental period; – the full amount in communication charges; – the full amount of air-time (total time elapsed talking on the phone); – service and V.A.T. a) GSM mobile phone: The rental fee and communication charges according to the price list will automatically be debited from the renter's credit card in 45 days. Any additional fees accumulated due to a delay in the billing cycle by the telephone company will also be debited from the credit card.
4. The renter shall have 90 days to contest to the total billing amount.
5. RentaPhone SA shall not be liable in any event whatsoever for problems related to telephone networks or black-outs imposed by provider.
6. The telephone numbers attributed to the renter are subject to change and the renter may not bring a claim against RentaPhone SA in any event whatsoever if a number is no longer available due to an unexpected change in circumstances or any other event making it impossible for RentaPhone SA to provide that number.

IV. INSURANCE COVERAGE

1. The insurance plan at CHF 2.00 per

day only covers theft of the telephone and telephone accessories.

2. In the event of theft, the telephone and accessories shall be insured upon presentation of a official declaration of theft issued by the police and an attestation stating that charges have been filed. The renter shall have to pay a deductible fee of CHF 300.00. In addition, the renter shall have to pay the total amount of rental and communication charges for the period of time occurring before the theft.

V. APPLICABLE LAW

1. The renter hereby acknowledges that he/she is subject to Swiss law which prohibits using a mobile telephone while driving. The renter shall be solely liable for any consequences that may arise as a result of acting in violation of said legislation. In this respect, the renter hereby agrees in advance that RentaPhone SA may be required to provide competent authorities with any information arising out of this agreement.
2. Upon signing hereto, the renter acquires a legal obligation to RentaPhone SA under Swiss law for all costs and damages caused to the telephone or telephone accessories in the event of loss or claim brought against the renter.
3. The renter shall be liable for all legal fees that RentaPhone SA may accrue in the event of loss or damage or any claims brought against it.
4. In the event of dispute, this agreement shall be governed by Swiss law and all claims shall be brought before the competent Courts of the Canton of Zurich.
5. The renter hereby states that he/she has read this contract and is aware of and agrees to all of the provisions contained herein.