

# Conditions of Use

## PubliCar

### 1. General

These conditions of use apply to the use of PubliCar. PubliCar is a brand of PostBus and a public transport service. By using PubliCar, the Conditions of use are deemed to have been accepted. In principle, the fares of public transport apply.

### 2. Service and timetable

PubliCar is a ride-sharing-based transport service, as part of which users are conveyed from address to address and/or stop to stop in accordance with their reservation. Vehicles are allocated automatically using an algorithm based on availability and demand. Pick-up and arrival times booked bindingly may therefore vary up until shortly before and during the journey. If the user arrives late at the confirmed pick-up point, the driver will wait at the confirmed pick-up point for a maximum of one minute.

### 3. Obligations of the user

Passengers must register as users to use PubliCar. Registration must take place via one of the official reservation channels before making the first journey (booked via the call center or the PubliCar mobile-app). Journeys using the PubliCar service must be reserved prior to the start of the journey. Placing the reservation gives rise to the obligation to pay for the journey in question. Users must arrive at the defined pick-up point in good time and, if necessary, make themselves noticeable using clear hand signals. Users are advised to plan in sufficient travel time for changing modes of transport and adjoining journeys, in particular with respect to dynamic departure and arrival times. If a journey cannot be made, it must be cancelled immediately via one of the official reservation channels. In this case, PostBus reserves the right to charge a processing fee.

### 4. Limited number of spaces

The number of spaces in the vehicles is limited. The number of passengers must be specified when the booking is made. Non-registered passengers have no entitlement to use the transport. If the number of passengers travelling at the same time exceeds the capacity of the vehicle, multiple bookings must be made. In such instances, there is no entitlement to be transported at the same time or in the same vehicle. Depending on the availability of vehicles, it cannot be ruled out that the same vehicle may have to make multiple trips when transporting several people.

### 5. Tickets

The fares and tickets of public transport apply. Location-dependent surcharges may be levied. The purchasing of tickets in the vehicle and the payment methods accepted may be limited. Users are asked to inform themselves in advance regarding in-vehicle ticket sales and accepted payment methods by visiting [postauto.ch](http://postauto.ch).

### 6. Wheelchair transport

Passengers in wheelchairs are asked to state this circumstance expressly when making the reservation.

### 7. Data protection

#### 7.1. General

When collecting and processing personal data, we comply with the current legislation, especially regarding data protection law. We safeguard user data with suitable technical and organizational measures and treat it confidentially. We collect, process and store personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing and to manage and maintain customer relationships so as to ensure a high quality of service.

#### 7.2. Processing of usage data

The provision and processing of personal data is required for the use of the PubliCar mobile-app. This particularly concerns the following data: last name, first name, e-mail address and telephone number. In addition, other personal data is processed when the mobile-app is used. You can find more information about this in the PostBus data privacy statement under [«Data protection and disclaimer»](#).

#### 7.3 Market research and customer advice

With regard to the provision of a competitive market offer, the customer agrees that personal data may be collected and processed for market research (e.g. customer satisfaction surveys) and consulting purposes. The customer has the right to object to the use of his personal data for market research and customer advice purposes at any time. To assert their right of objection, the customer must contact PostBus Ltd, Engehaldstrasse 39, 3030 Bern, Switzerland or [info@postauto.ch](mailto:info@postauto.ch) in writing along with a copy of a valid passport or ID card. E-mails are not encrypted and are therefore exposed to the typical security risks for this means of communication.

Personal data may be disclosed to third parties who do not act as a data processor for previously notified processing purposes to the extent that it is legally permissible or with the prior consent of the user.

For further information about how your personal data is handled, please refer to the PostBus Privacy Policy at [«Data protection and disclaimer»](#).

### 8. Amendments to the GTC

PostBus reserves the right to amend the GTC at any time. Users will be notified of the amendments in a suitable manner, and the date when they come into force will be indicated. If the amended GTC are not accepted, PostBus must reserve the right to exclude the affected users from the service.

### 9. Place of jurisdiction and applicable



law For disputes arising from consumer agreements, the competent court for actions brought by the user is the court at the place of residence or registered office of one of the parties; for actions brought by PostBus Ltd, the competent court is the court at the residence of the defendant. Consumer agreements are agreements concerning commonly used services that are intended for use by the consumer for personal or family purposes and which are offered by the other party in the course of their professional or commercial activities. (Art. 32.2 of the Swiss Civil Procedure Code (ZPO)). In all other cases, the place of jurisdiction is Bern. Subject to mandatory legal provisions, substantive Swiss law to the exclusion of conflict of law provisions shall apply.

