

GENERAL TERMS AND CONDITIONS

§1 Limit of rentals

Generally, every customer can rent up to four bikes on one customer account. Individual arrangements are possible.

§2 Terms and conditions for using rental bikes

- 1) The rental bikes are not allowed to be used
 - a) by persons who are younger than 18 years (except if accompanied by an adult)
 - b) to carry other persons (in particular children)
 - c) for journeys outside of Croatian borders
 - d) to transport flammable, explosive, toxic or dangerous materials
 - e) to participate at bicycle races or bicycle test events
 - f) for subletting
 - g) at strong wind or rough weather
 - h) under the influence of alcohol or drugs.
- 2) The customer is liable to attend to the road traffic regulations.
- 3) Freehand driving is not allowed.
- 4) It is not allowed to use the bicycle basket improperly or overload it (allowable load is 5 kg). Give attention to the correct fixation.
- 5) Unauthorized modifications or alterations are not allowed.
- 6) At unauthorized use the nextbike Ltd can block the customer's membership.
- 7) After the receipt of the returning message the customer is not allowed to use the bike with the given rental-code again. To use the returned bike again it is necessary to activate a new rental process.

§3 Duration of rental and liability

- 1) The chargeable rent of a bike will start with the information about the code for the bicycle lock by nextbike Ltd.

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2) The customer will inform nextbike about the end of the rental according to paragraph §6. With this information the chargeable rent of the bike will end. The customer will receive a confirmation by phone or at the terminal.

§4 Condition of rental bikes

1) The nextbike company always makes an effort to offer rental bikes in a roadworthy condition. Should a customer recognize that a bike is not intact, he/she is bound to inform nextbike.

2) Before using a rental bike, the customer needs to get familiar with the bike.

3) The customer is obliged to check the bike for a roadworthy condition (frame, air pressure, brake system, light).

4) In case the customer notices technical defects at the beginning or during the rental, he/she needs to give notice to the nextbike company and to stop the rental.

§5 Parking the rental bike

1) Park the bicycle noticeably. The customer is obtained to follow the road traffic regulations when parking. Furthermore, he/she needs to give attention that the bike doesn't affect road safety. If a bicycle stand of our company is available, it is necessary to park the bikes in the stand.

2) It is not allowed to park rental bikes

a) at traffic lights

b) at parking ticket machines or parking meters

c) at traffic signs

d) on walkways that are not wider than 1,50 meter

e) in the area of emergency exits

f) where the bike covers local advertisements.

3) The rental bike needs to be locked when not in use, even if the customer leaves the bike just for a moment.

4) Contradictions will be charged with service fees according to the current price list (on webpage www.nextbike.hr). In some cases, nextbike will also charge official fees.

5) It is not allowed to park the bikes in houses, backyards or vehicles.

6) Nextbike bicycles are public bikes and as such are supposed to be available to wide public. Therefore, each usage of bike by one single user in the period longer than 24 hours is subject to 750 ,00 HRK penalty per day!

§6 Returning rental bikes

- 1) The bikes must be returned in the same city. Exceptions to this rule will be published at the rental station or on the bike and on www.nextbike.hr
- 2) Park the bike noticeably at one of our official rental locations. All current official rental locations are published on our webpage www.nextbike.hr. The bike must be locked and the code for the lock needs to be the same code as from the beginning of the rental. The customer has to inform nextbike about the end of rental by phone or on the internet. nextbike needs to be informed about the official rental location (street name, house number or the number of the rental location).
- 3) The customer is obliged to remember the returning location at least for 48 hours after returning. This is necessary for optional questions of the nextbike company.
- 4) If the service team of the company cannot find the bike on the given rental point, the provider will charge extra service fees (current price list on www.nextbike.hr).

§7 Liability of nextbike, customer liability

- 1) The service of nextbike company runs to the customers own risk. The customer takes full responsibility for damages caused by him/ herself. This is also void for third party claims, but does not affect claims of compensation of the provider's liability insurance against customers.
- 2) The customer is liable from the moment of receiving the lock code until nextbike has checked the successfully returned rental bike or the bike has been rented by another customer. In case of recognized damage the customer will be informed by the nextbike company. The customer is not made liable for damages that the company did not inform the customer about in between 48 hours after the rental. The customer is liable for damages for a period of 48 hours after the rental time according to the specific material and labor costs up to the amount of 750 HRK. This is not void for damages caused by gross negligence or theft.
- 3) The customer is made liable for all costs and damages that occur due to contraventions against the duty to cooperate (explained in the above paragraphs).
- 4) nextbike company is liable for intent and gross negligence towards their customers. For all culpably infringing contractual obligations (cardinal obligations) the company shall be made liable only for the typical, i.e. foreseeable, damages. The nextbike company is not liable for damages of items transported with the bicycle in case of improper use. In other respects liability is excluded.
- 5) nextbike company shall not be liable in cases of improper and/ or unauthorized use of the bicycle according to §2. This is also valid for unauthorized use.

6) If the bicycle is stolen during the rental period, the customer must report the theft immediately to nextbike and to the police. nextbike company must be informed about the police's transaction number.

§8 Accidents with rental bikes

1) In case of accidents involving not only the user, but also third-party property or other persons, the customer is obliged to notify the accident both to the police and to nextbike company immediately.

2) In case of disregard, the customer shall be liable for any damage sustained by the provider owing to infringement of the above obligation.

§9 Scope of general terms and conditions

1) The nextbike company is renting bikes to registered customers, as long as bikes are available.

2) Agreements that deviate from the general terms and conditions need to be confirmed in writing by nextbike.

§10 Registration and acceptance

1) Customers can apply for registration via mobile application, at a terminal, on the www.nextbike.hr or with co-operation partners (hotels, hostels, etc.). At the time of application, the customer must be at least 18 years old.

2) After registering for nextbike, the customer can use all rental bikes of the nextbike company worldwide. An overview of all rental stations worldwide is available on www.nextbike.hr.

3) On receipt of the relevant personal data of the applicant, nextbike decides whether or not the application will enter into a contract. When processing the application nextbike and its partner World Pay is also entitled to check credit worthiness.

4) At registration, the customer receives a personal password (in the following "user data").

5) The registration is accepted when the customer receives the activation message. This can be transferred in writing, via e-mail or text message.

6) Registration is free of charge, while the activation fees are stated in the valid pricelist at the terminal and on www.nextbike.hr and will be charged on acceptance of the customer's application. The activation fee will be credited to the member account immediately, so that the customer has no further charges. Customers will be informed in time about the eventual introduction of new activation fees.

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7) The customer is obliged to inform nextbike about any change in the personal data or in any data required for billing (credit card number, bank account) during the period of validity of the contract.

§11 Usage of e-ticket or customer card (RadCard)

- 1) Customer card is valid until the expiration date of the contract.
- 2) When the validity of the customer card is expired, the customer account at nextbike is deactivated, in case no means of payment is deposited. The customer can use the account after new activation.
- 3) Customer card can be ordered according to the actual fares on www.nextbike.hr
- 4) Customer card can be transferred to others at the customers own risk.
- 5) In case of loss of the customer card, the customer has to block the card at his/her own interest by calling nextbike customer service at 01 777 6534.
- 6) Customer card is valid for 12 months. The validity is automatically extended by a year, unless the customer cancels the card in writing or by phone 4 weeks in advance. The cancellation of the card does not automatically delete the customer account at nextbike. If wished, the customer can delete the account on his/her personal account at www.nextbike.hr

§12 Confidentiality of user data

- 1) The customer is responsible for preventing unauthorized use of the customer's personal data by third parties.
- 2) The nextbike company explicitly indicates that employees are not authorized to request the customer password, unless the customer himself/herself contacts the nextbike company.
- 3) The customer can change the personal data anytime and as often as he/she wants.
- 4) In case the customer has information that his/her used data is misused, nextbike has to be informed immediately.
- 5) User data that have not been used for 12 months or longer are set inactive automatically. The customer can activate his/her user data again by calling the hotline, by text message, in writing or on the website www.nextbike.hr.
- 6) The customer can always set his/her customer data inactive on the website or by calling the hotline. This should happen in case the customer does not want to use the account anymore.

§12 Using rental bikes with user data, blocking

1) The customer can authorize third parties who are of legal age to use his/her user data on the customers own responsibility.

The customer needs to make sure that the other person knows the general terms and conditions of nextbike. The customer is responsible for any action of a third party that is authorized to use his/her user data to the same extent as for his/her own actions.

2) nextbike is entitled to cancel customer right for due reasons, in particular in case of misuse.

3) The limitation of liability according to §7 clause 2 is not void, if the customer did allow the misuse of his/ her customer data intentionally or by gross negligence.

§13 Charges and fares

All services are charged on the basis of the prices valid at the beginning of each individual use of bicycle. The fares are valid according to our current price list. This price list is published on our website www.nextbike.hr.

§14 Payment and delayed payment

1) The customer is obliged to pay the billed amounts by means of a credit card or by direct debit.

2) If direct debit cannot be processed due to insufficient funds in the customer's account or other reasons for which the customer is responsible, nextbike will charge the customer with the additional expenditure (published on www.nextbike.hr). In individual cases nextbike can claim higher costs up to the level of the expenditure actually sustained, unless the customer can prove lower expenditure.

3) If the customer defaults in payment, default interest will be charged at a rate of 6 percentage points over the base interest rate.

4) If the customer defaults in payment the nextbike company shall be entitled to demand immediate payment of all further claims against the customer and discontinue the contractual services until the customer has satisfied all payments.

§16 Billing, renting list, verification

1) The customer will be informed after the rental time about the costs in the customer account on the internet. This message does not include optional extra services fees.

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2) Direct credit will be processed automatically, but nextbike will inform the customers about the credit process.

3) The customer can check all own rentals on the webpage (www.nextbike.hr) in his/her own member account. If the customer requires a separate invoice, our company will charge extra service fees according to the price list.

4) Objections to debited charges must be submitted in writing within one month of the date of the debit. The customer's rights shall not lapse if legitimate objections are filed after expiry of the above period, assuming that the nextbike company is permitted to check the matter pursuant to data protection legislation. Any refunds due will be credited to the customer's account and deducted from the next due payment unless otherwise stated by the customer.

5) The customer is entitled to offset claims against the nextbike company only if the claims are undisputed or non-appealable.

6) If a member account has not been used in 12 months time all credit items will be credited to the nextbike company and the user will be set inactive.

7) The customer can credit all vouchers on our webpage www.nextbike.de in his/her member account. On each rental the customer can credit one voucher. Each voucher can be used just once. Legal claims to the availability of the vouchers of nextbike are not possible.

§17 Data protection

1) The nextbike company is entitled to save customers personal data and to use that data only in compliance with the provision of German Data Protection Act.

2) The nextbike company is entitled to record all processes, in particular telephone calls, relating to a customer and the customer accounts evidence. The recording is used to check the accuracy of the debited invoice amounts. The saved data is protected against access by unauthorized parties.

3) The nextbike company is entitled to disclose information about the customer to the necessary extent, in particular the customer address, to investigating authorities if the requesting authority submits proof that proceedings have been initiated against the customer for a administrative or criminal offence.

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4) When the payment is by credit card, the customer credit card data will be transferred to our partner World Pay (The Royal Bank of Scotland) for verification and accounting of the rental fees. After registration and activation of the account, credit card data is no longer visible for employees of nextbike.

5) As part of evaluation process, nextbike is obliged to transmit customer data of certain projects to companies commissioned by the government.

§18 Other Provisions

1) Both contracting parties cancel the contract anytime.

2) The contract is governed by German and Croatian laws. Legal domicile for any disputes arising from or in connection with the customers participation in the bicycle rental system is in Zagreb. For any disputes arising from business relation of the local nextbike partner company and nextbike GmbH, the court in charge is the court in Leipzig.

3) Verbal agreements do not exist.

4) Legal ineffectiveness of some parts from this general terms and conditions does not affect the validity. Should one of the regulations of this general terms and conditions be invalid, the other regulations aren't affected. Instead of the invalid regulation will be placed a regular and valid regulation which has the aim and purpose of the law with similar context.