

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions regulate the mutual relations between the User and NEXTBIKE CROATIA, the terms of rental, usage, user registration, personal data protection, liability and other details of using the system of public bike service.

## INDEX

NEXTBIKE HRVATSKA, SUSTAV JAVNIH BICIKALA d.o.o.	Licensed Nextbike partner for Croatia whose core business envisages provision of service of implementing and managing the system of public bike service.
GENERAL TERMS AND CONDITIONS	The General Terms and Conditions as well as the Privacy Policy which are available at <a href="http://www.nextbike.hr">www.nextbike.hr</a> define the conditions of use of the public city cycling system in the territory of the Republic of Croatia.
NEXTBIKE APPLICATION / APPLICATION	The mobile application allows the use of rental service of the public city bikes. The mobile application is used on a smartphone with the appropriate Android or iOS system that allows you to download the mobile application from the online store. The application is free and available for download on the Google Play/App Store.
NEXTBIKE USER / USER	A person aged 18+ who has registered and activated his/her account via the NEXTBIKE application, <a href="http://www.nextbike.hr">www.nextbike.hr</a> , Customer Service at <a href="mailto:info@nextbike.hr">info@nextbike.hr</a> or at the points of sale of NEXTBIKE partners (hotels, hostels, tourist information centers, etc.) and has accepted the General Terms and Conditions, whereby it is considered that they have concluded an Agreement with the service provider.
NEXTBIKE USER ACCOUNT	Personal user account created during registration, for the purpose of using the nextbike public bike system, as well as charges for the service in accordance with the price list.
SUBSCRIPTION	A fee for using the public bike system service for a period of seven or 365 days according to the price list available at <a href="http://www.nextbike.hr">www.nextbike.hr</a>
PAY AS YOU GO	A fee for using the public bike system service according to a 30-minute bill unit and price list available at <a href="http://www.nextbike.hr">www.nextbike.hr</a>
BLOCKING OF ACCOUNT	A preventive measure consisting of preventing the use of the next bike that the service provider may use in the event when the user violates the conditions of use, in particular violations that cause damage to the property of the service provider/property that the service provider maintains and/or services.
CANCELLATION OF REGISTRATION	An action that completely prevents further use of a public bike, and due to established consecutive violations of the provisions and rules of the General Terms and Conditions and/or actions that are estimated to damage the property, service and/or other users of public bikes.
CUSTOMER SERVICE	Service initiated by the service provider to enable contact between users and service providers via: <ul style="list-style-type: none"> <li>- Call Center at phone number 01 777 6534</li> <li>- Support in the nextbike application <a href="mailto:info@nextbike.hr">info@nextbike.hr</a></li> </ul>
PRICE LIST	Overview of fees for the use of service, and additional costs in case of violation of the provisions of the General Terms and Conditions. The price list is available at <a href="http://www.nextbike.hr">www.nextbike.hr</a> and is an integral part of the General Terms and Conditions.
BIKE	Classic, mechanical bike model, with 26-inch wheels, intended for use by one person 18+ years of age, weighing up to 120 kg of the rider/user, height of 150 cm or more. It is equipped with a basket with a capacity of 10 liters and a capacity of up to 5 kg and a padlock.

	<p>Tandem, a mechanical bike equipped with two seats and two steering wheels, with 26-inch wheels, intended for transport of two people 18+ years of age, total weight of both riders/users up to 227 kg, individual height of 150 cm or more. It is equipped with a basket with a capacity of 10 liters and a capacity of up to 5 kg with a padlock.</p> <p>Children's mechanical bike with 20-inch wheels, intended for use by one child aged 4+ only under the supervision of a legal guardian, weighing up to 60 kg, height of 110 cm. It is equipped with a padlock.</p> <p>More on cycling terms is available in Article 2.</p> <p>An electric bike with 26-inch wheels that helps the user to pedal up to a speed of 25 km/h. The bike is intended for use by one person, 18+ years of age, weighing up to 120 kg of the rider/user, height of 150 cm or more. It is equipped with a basket with a capacity of 10 liters and a capacity of up to 5 kg with a padlock.</p> <p>More on cycling terms is available in Article 2.</p>
BIKE WITH A CHILD SEAT	<p>Classical bike model (see under Bike) equipped with a child seat for transporting children weighing from 9 kg to 22 kg, aged 9 months to 6 years, who are able to sit independently for a long time, at least as long as the planned cycling, and the child must be able to keep his/her head upright. Instructions on the use of bikes with a child seat are an integral part of the General Terms and Conditions under Article 20.</p>
NEXTBIKE STATION	<p>The official nextbike station is considered to be the location visible in the nextbike mobile application. We distinguish several types of nextbike stations:</p> <ul style="list-style-type: none"> <li>- STATION WITH A TERMINAL - allows the bike to be rented and checked out by pulling/pushing the front wheel of the bike into the stand until the sound signal. In case there are no free stands at the station with the terminal, the bike is locked as at the station with parking stands.</li> <li>- STATION WITH PARKING STANDS – provides that when renting and returning a bike, it is unlocked and locked with an electronic or mechanical padlock, the code is obtained when renting a bike. The check-out of the bicycle, i.e. the end of the ride, must be concluded within the nextbike mobile application.</li> </ul>

## 1. RENTAL RESTRICTIONS

Each user has the right to rent a maximum of two bikes per user account, unless he/she uses a system service where it is possible to rent a maximum of one bicycle per user account.

## 2. BIKE RENTAL CONDITIONS

2.1. The rental bikes are not allowed to be used:

- a) by persons under 18+ years of age (unless accompanied by an adult who has rented a bike; in which case the adult is responsible for the minor in every respect);
- b) for the transport of persons other than the driver, with the exception of children transport under the conditions referred to in item c) of this Article;
- c) children are allowed to be transported only on bikes with an installed child seat (Instructions for bike usage with a child seat are given under item 20 of these General Terms and Conditions);
- d) for travel outside the borders of Croatia;
- e) for the transport of flammable substances, explosives, toxic or dangerous material;
- f) to participate in bike races or events where bikes are tested;
- g) for sublease to third natural or legal persons;
- h) for advertising and promotion of goods, services or contents without a prior requested/obtained consent of the service provider;
- i) during strong wind and bad weather;

- j) under the influence of alcohol, drugs and narcotics;
- k) for any type of sport events or events aimed at achieving maximum speed without a prior requested/obtained consent of the service provider;
- l) on severely damaged pavements or macadam;
- m) for any illegal purposes;
- n) as the primary means of transport which generates a continuous income on a daily basis.

2.2. The user is personally responsible for compliance with traffic rules and the Law on Road Safety, learn more at: <https://www.zakon.hr/z/78/Zakon-o-sigurnosti-prometa-na-cestama>

2.3. Both hands must be on the steering wheel when driving.

2.4. The user is advised to use his/her own protective helmet.

2.5. The use of the basket on the bike is mandatory as prescribed without overloading (maximum load of the basket is 5 kg). When putting things in the basket, be sure to fasten them well so that they do not fall out while riding.

2.6. Unauthorized modifications or alterations to nextbike bikes are not permitted to any natural or legal person, without exception.

2.7. In case of unauthorized use, Sustav javnih bicikala d.o.o. (a licensed nextbike partner for Croatia, hereinafter NEXTBIKE CROATIA) has the right to cancel the membership, block the account or request compensation for damage caused by unauthorized activities. When returning the bike and receiving a notification or SMS message, the user must not re-use the bike with the same code obtained when renting the bike. To reuse a returned bike, you need to start a new bike rental process.

### 3. BIKE RENTAL DURATION

3.1. The start of bike rentals starts from the moment you receive the nextbike code to unlock the padlock. The User will inform NEXTBIKE CROATIA about the rental termination in accordance with Article 6 of these General Terms and Conditions. The user will receive a confirmation via the mobile application or directly at the terminal. With the received confirmation, the payment for bike rental stops.

### 4. BIKE RENTAL CONDITIONS

4.1. NEXTBIKE CROATIA will always try to keep all bikes in running condition, but the possibility of malfunction caused by their regular use or user silence is not excluded. If the user notices that the bicycle is not in running order, he is obliged to inform NEXTBIKE CROATIA through the Customer Service, via a written notice to [info@nextbike.hr](mailto:info@nextbike.hr) or Support within the application.

4.2. Before renting, the user is obliged to check that the bike is in running order (frame, tires, brakes, light, handlebars, chain and everything else that could affect the riding safety).

4.3. In case that the user notices a technical malfunction of the bike at the beginning or during the rental, he/she is obliged to notify NEXTBIKE CROATIA without delay via the Customer Service, by written notice to [info@nextbike.hr](mailto:info@nextbike.hr) or Support within the application and terminate the rental.

### 5. PARKING OF A RENTED BIKE

5.1. The user is obliged to park the bike in a visible place. He/she undertakes to abide by traffic rules when parking. He/she must also make sure that the bike does not affect the safety of others in traffic.

5.2. If there are free stands at the NEXTBIKE station with the terminal, the user is obliged to park the bike at the stand.

5.3. It is forbidden to park the rented bike:

- a) at a traffic light,
- b) at parking ticket machines,
- c) on traffic signs,
- d) at pedestrian crossings,
- e) at the exit area in case of danger,
- f) in such a way that the bike covers advertising space,
- g) in houses,
- h) in yards,
- i) in vehicles,
- j) other unsuitable places for bike parking.

5.4. A rented bike must be locked when not in use, even if the user will only be away for a short time.

5.5. For all non-compliances and procedures that are in conflict with the General Terms and Conditions, the user is obliged to bear the costs in accordance with the price list published at [www.nextbike.hr](http://www.nextbike.hr)

- 5.6. Nextbike bikes are public bikes and as such should be available to as many users as possible, and holding a bike by one user for more than 24 hours is fined by HRK 750,00 per day. If the user does not return the bike even after the expiration period of 24 hours from the registration, this will be considered as theft of the bike, i.e. a criminal offense.
- 5.7. Not returning the bike is charged in accordance with the valid price list, up to the purchase value of the bike of HRK 5,000.00 for a mechanical bike, HRK 6,000.00 for a mechanical bike with a child seat and HRK 25,000.00 for an electric or tandem bike.
- 5.8. The calculation of additional minutes after the paid loan has been spent is automatically charged from the guarantee (credit card) in accordance with the valid price list.
- 5.9. If all the stands are occupied, the user is obliged to lock the bike with a mechanical padlock to the stand on the location or to the back of another bike which is at the stand or with an electronic padlock and leave it next to other bikes.
- 5.10. Additional costs for not returning the bike to the official nextbike station or leaving the bike unlocked by the padlock amount to HRK 200,00 per bike and are charged immediately from the user's guarantee (credit card).

## 6. RETURN OF RENTED BIKE

- 6.1. The official nextbike station is considered to be the locations visible in the nextbike mobile application. When returning the bike, the user is obliged to park it at one of the official nextbike stations by pushing the bike into the stand until he/she hears the sound signal and additionally locks the bike with a mechanical padlock. The bike must be locked with a mechanical padlock, and the code on the padlock must be the same code that was obtained at the beginning of bike rental. The user must notify NEXTBIKE CROATIA of the rental end via a mobile application or terminal.
- 6.2. In case that no stand is free at the official station, the user is obliged to lock the bike with an electronic or mechanical padlock to the stand or the back of the bike parked at the stand in such a way that it is visible at one of the official NEXTBIKE stations. NEXTBIKE CROATIA must be informed of the official rental location (station name, station number).
- 6.3. The user is obliged to provide information on the location where he/she returned the bike at least 24 hours after the return to request by NEXTBIKE CROATIA.
- 6.4. If the NEXTBIKE CROATIA service team cannot find the bike at the location where the user checked out/returned it, the service provider will charge the user with an additional fee for not returning the bike in accordance with the Price list published at [www.nextbike.hr](http://www.nextbike.hr)
- 6.5. If the user does not return the bike to the official station, he/she can be responsible for additional costs in the amount of HRK 200,00 per bike.

## 7. RESPONSIBILITIES OF NEXTBIKE CROATIA, RESPONSIBILITIES OF USERS

- 7.1. The user uses the bike at his/her own risk. The user assumes full responsibility for damage to the bike and damage caused by the bike, which he/she caused himself/herself. This also applies to third party complaints.
- 7.2. The user's responsibility for the bike starts from the moment of receiving the bike unlock code until the moment when the bike is successfully returned and checked by NEXTBIKE CROATIA or until the moment the bike is rented by another user. In the event that damage is detected on the bike, the user will be notified by NEXTBIKE CROATIA via written notice to the user's e-mail address or SMS message. The user is not obliged to bear responsibility for damages for which he/she was not informed by NEXTBIKE CROATIA after the expiration of 5 working days from the bike rental. The user can be held liable for damages incurred in the period up to 24 hours after the rental end in accordance with the cost of materials and labor required to repair the bike to the amount of HRK 250,00. This does not apply to damage caused by gross negligence or due to bike theft.
- 7.3. The user is responsible for all additional damage and costs in the actual amount, which may arise in the event that he/she does not cooperate with the investigation team in determining the damage and the search for the perpetrator.
- 7.4. NEXTBIKE CROATIA is not responsible for personal belongings that the user carries on a bike and/or in a basket.
- 7.5. NEXTBIKE CROATIA is not liable for damages suffered by the user in the event that the bike is not used in the prescribed manner as described in Article 2 of these General Terms and Conditions. This also applies to unauthorized use of bikes.
- 7.6. If the same bike is stolen during the bike rental, the user must notify NEXTBIKE CROATIA of the theft as soon as possible via Customer Service, written notifications to [info@nextbike.hr](mailto:info@nextbike.hr) or Support within the application and notify the nearest police station.

7.7. The Service User is obliged to pay NEXTBIKE CROATIA expenses, i.e. all payments related to the legal transaction in question, i.e. bike rental:

Fees; charges; awards; costs of a public notary, lawyer, consultant, appraiser, expert, claim collection agent and costs of other professionals hired by NEXTBIKE CROATIA. Any penalty, compensation or other obligation arising for NEXTBIKE CROATIA as a result of civil, criminal, misdemeanor or other proceedings against NEXTBIKE CROATIA or its employee in connection with the bike rental.

7.8. The user is responsible for all violations of legal and other applicable regulations relating to the use of bikes and assumes responsibility for all sanctions and other harmful consequences that would result from violation of legal and other valid regulations.

## 8. ACCIDENTS WITH RENTED BIKE

8.1. In case of an accident in which not only the bike user but also third parties and facilities were involved, the user is obliged to immediately report the accident to NEXTBIKE CROATIA via written notice to [info@nextbike.hr](mailto:info@nextbike.hr) or Support within the application and the nearest police station.

8.2. If the user does not report the accident, he/she will be responsible for all damage caused to NEXTBIKE CROATIA due to the accident in question. Accidents are considered to be: collision with third parties or vehicles, devastation of the bike by users or third parties, theft, etc.

## 9. OVERVIEW OF THE GENERAL TERMS AND CONDITIONS

9.1. NEXTBIKE HRVATSKA rents bikes to registered users as long as bikes are available.

9.2. Agreements that deviate from the General Terms and Conditions must be confirmed in writing by NEXTBIKE CROATIA.

## 10. ACCEPTANCE OF REGISTRATION

10.1. The user can submit a registration request via the mobile application or at the points of sale of NEXTBIKE partners (hotels, hostels, tourist information centers, etc.). At the time of applying for registration, the user must be older than 18+ years of age.

10.2. After accepting the registration and activating the user account, the user can use nextbike bikes all over the world according to the valid price list and the General conditions of a certain destination (wherever there are nextbike stations with bikes). A list of all cities with nextbike stations is available in the nextbike mobile application and at [www.nextbike.hr](http://www.nextbike.hr)

10.3. NEXTBIKE CROATIA checks the accuracy of personal data of the identity card or passport and data for payment from the application for user registration. If the data is valid, NEXTBIKE CROATIA approves account activation.

10.4. By registering his/her account, the user gives his consent for NEXTBIKE CROATIA to provide him with a username and PIN with which he/she can activate his account.

10.5. Registration is accepted when the user receives the activation message. The message can be received via the website [www.nextbike.hr](http://www.nextbike.hr) as well as via e-mail or SMS message.

10.6. The costs of registration fees and subscription fees are highlighted on the valid price list at the terminal and at [www.nextbike.hr](http://www.nextbike.hr) and will be charged upon acceptance of the activation request. Registration itself is free, and the activation fee will be charged as the amount of the package or option that the user chooses plus the transaction fee of the user's bank. Users will be notified in a timely manner about the introduction of possible new subscriber tariffs.

10.7. The user is obliged to inform NEXTBIKE CROATIA about all changes in personal data as well as changes in payment data (credit card number, bank account...) for the entire time in which the user's status is active.

## 11. USAGE OF NEXTBIKE USER CARD

11.1. The user card is valid as long as the user has an active nextbike account.

11.2. At the time when the user account is inactive, the user card will not be able to be used until the user makes a top-up of the account, which reactivates his/her account. The user can use their account after reactivation.

11.3. The user can order the user card according to the instructions and according to the options listed at [www.nextbike.hr](http://www.nextbike.hr)

11.4. The user can transfer his/her user card to others at his/her own risk.

11.5. In case of loss of the user card, it is in the user's interest to request its deactivation. Deactivation can be requested via Customer Service or at [info@nextbike.hr](mailto:info@nextbike.hr)

11.6. The user card is valid as long as the user account is active or until it is canceled by the user. Cancellation of the user card does not automatically cancel the user account. If the user wants it, he/she can cancel the user account at [www.nextbike.hr](http://www.nextbike.hr)

## 12. CONFIDENTIALITY OF USER DATA

- 12.1. The user is responsible for preventing unauthorized use of his/her data by third parties.
- 12.2. NEXTBIKE CROATIA gives its employees and the Customer Service a written instruction that they are not permitted to request a PIN from the user unless the user himself/herself allows it.
- 12.3. In the event that the user notices that the user's data has been misused, he/she must immediately notify NEXTBIKE CROATIA.
- 12.4. User data that has not been used for 6 months or longer will automatically become inactive. The user can reactivate his account via the Customer Service or in writing to [info@nextbike.hr](mailto:info@nextbike.hr)
- 12.5. The user can, at any time, make his/her data inactive on the web page [www.nextbike.hr](http://www.nextbike.hr) or he/she can do so by calling the Customer Service. This can be applied only in the case that the user wants to close their account for a certain reason.

## 13. PROTECTION OF PERSONAL DATA

13.1. NEXTBIKE CROATIA, as the controller, processes the personal data of users in accordance with the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data, as well as in accordance with the Act on the Implementation of the General Regulation on Data Protection (OG 42/18). Personal data is all data relating to an individual whose identity has been established or can be established. Data is collected for the purpose of performing the contract or complying with applicable legal regulations. The controller processes personal data in such a way that they are accurate, complete and up-to-date in all records in which they are stored, regardless of their form of conducting. The collected data are processed only for the purpose for which they were collected and only for the time necessary to achieve a certain purpose, unless a special law specifies a longer period and data must be deleted with the passing of that period, unless otherwise provided by a special law. During the first contact with the user, he/she will be informed about the purpose of data collection and will be presented with a Statement of personal data protection or other document that informs the user of his/her rights. If consent is required for the processing of an individual personal document, the user is immediately presented with it with a warning of the consequences of not giving such a consent as well as the possibility and consequences of withdrawing a consent. The user has the right to submit a request in writing to the company's address and receive a response on personal data that is processed about him/her free of charge. In case of frequently repeated requests, NEXTBIKE CROATIA reserves the right to collect such requests. If the user is not satisfied with the answer about his/her personal data, he/she can file a complaint to the Agency for Personal Data Protection.

## 14. RENTAL OF NEXTBIKE BIKES USING USER DATA AND BLOCKING OF THE USER ACCOUNT

- 14.1. The user may authorize another adult to use his/her user data solely at his/her own risk. The user must be sure that the other person is familiar with the NEXTBIKE CROATIA General Terms and Conditions. The user is responsible for any action taken by a third party, authorized by the user to use his/her user data, and is liable for any damage caused and committed by a third party authorized by him/her to use his/her user data.
- 14.2. NEXTBIKE CROATIA is authorized to revoke the user's rights if there is a violation of the General Terms and Conditions by the user or a person authorized by the user.
- 14.3. The limitation of liability pursuant to Article 7, Paragraph 2 cannot be revoked, if the user has allowed the misuse of his/her user data intentionally or through gross negligence.

## 15. FEES AND PRICES

15.1. All service fees are calculated according to the valid price list on the day of the bike rental. Prices are valid according to the price list published at [www.nextbike.hr](http://www.nextbike.hr)

## 16. PAYMENTS AND DEFERMENT OF PAYMENTS

- 16.1. Depending on the selected service model (subscription, Pay As You Go...), the user is obliged to pay a certain amount via his/her credit or debit card, general payment slip, internet banking or SMS account by topping up the account according to the price list published at [www.nextbike](http://www.nextbike)
- 16.2. If payment is not possible due to lack of funds on the user's account or due to other reasons for which the user is responsible, NEXTBIKE CROATIA will charge the user for additional costs in accordance with the price list published at [www.nextbike.hr](http://www.nextbike.hr). In some cases, NEXTBIKE CROATIA may determine higher costs in accordance with the actual costs incurred, unless the user proves otherwise, in accordance with the price list published at [www.nextbike.hr](http://www.nextbike.hr)
- 16.3. If the user makes a default in payment, it is possible to charge additional bank fees in accordance with the provisions of banking services used by the user, which are not within the competence of the service provider.
- 16.4. If the user makes a default in payment, NEXTBIKE CROATIA has the right to demand immediate payment of all further receivables from the user and terminate all contractual obligations until the user settles all due receivables.
- 16.5. The term of usage (validity) of the nextbike credit for bike rental is one year from the day of payment. NEXTBIKE CROATIA has the right to systematically deactivate the user's account and delete the remaining nextbike credit.

## 17. CALCULATIONS, RENT, CHECKING

- 17.1. Upon completion of the bike rental, the user will receive a notification about the rental costs via a smartphone to the number with which he/she is registered, and he/she can check the details about the rental costs on his/her nextbike account within the application or at [www.nextbike.hr](http://www.nextbike.hr)
- 17.2. After the user spends the credit on rentals, all subsequent realized rentals will be automatically calculated according to the current price list and the amount spent will be deducted from the user's credit or debit card. You can manage or cancel your subscription and option details at any time at [www.nextbike.hr](http://www.nextbike.hr) or via written notice at [info@nextbike.hr](mailto:info@nextbike.hr)
- 17.3. The user can check all previous activities related to bike rental through the nextbike application or his/her user account on the webpage [www.nextbike.hr](http://www.nextbike.hr) using his/her mobile phone number as a username and the assigned PIN as a login password.
- 17.4. Any user complaints about the collected amounts must be sent in writing within 30 calendar days from the day when the collection in question was made.
- 17.5. If the account has not been used for 6 months, it will become inactive and the funds in the user account will become invalid.
- 17.6. The user may not transfer the unused nextbike credit to another account, nor may the nextbike credit be used for any purpose other than bike rental, subscription or option activation, and ordering a user card.
- 17.7. NEXTBIKE CROATIA is not obliged to make a refund for the nextbike credit.

## 18. DATA PROTECTION

- 18.1. NEXTBIKE CROATIA has the right to store user data and to use it only for the purpose of its business in accordance with the Personal Data Protection Act and the Act on the Implementation of the General Regulation on Data Protection <http://www.zakon.hr/cms.htm?id=95>
- 18.2. NEXTBIKE CROATIA has the right to record all conversations with the Customer Service, especially those conversations related to the user and access into his/her nextbike account. The recording is used exclusively to check the accuracy of the data related to the collection of bike rental bills. The stored data is protected from unauthorized use by third parties.
- 18.3. NEXTBIKE CROATIA has the right to hand over certain data of the user to the competent authorities, specifically the address of the user, if the competent authorities submit proof that proceedings have been initiated against the user for the committed criminal offense.
- 18.4. When the user pays for the nextbike service by credit card, the credit card data will be forwarded to the partner house NEXTBIKE GmbH and its partners World Pay (The Royal Bank of Scotland) or CorvusPay for data verification, according to the amount required to register and rent a bike. After the user's registration, the user's credit card data is no longer visible to NEXTBIKE CROATIA employees.

## 19. OTHER PROVISIONS

- 19.1. The user may delete his/her nextbike user account at any time if he/she does not want to use the service any longer, while NEXTBIKE CROATIA may do the same in the event of gross non-compliance with the provisions of this General Terms and Conditions.
- 19.2. For all eventual disputes the governing court is the Court in Zagreb.
- 19.3. NEXTBIKE CROATIA has the right to modify these General Terms and Conditions and the users will be notified of the newest version via webpage [www.nextbike.hr](http://www.nextbike.hr)

## 20. INSTRUCTIONS FOR USE OF BIKE WITH A CHILD SEAT

- 20.1. The maximum load of a bike equipped with a child seat during use must not exceed 114 kg.
- 20.2. The use of a bike equipped with a child seat is only possible under the supervision of the child's legal guardian who has an account in the NEXTBIKE CROATIA system. The legal guardian is obliged to properly secure the child in the seat according to the instructions for using a bike with a child seat.
- 20.3. In case of uncertainty on how to properly secure the child in the seat, the user of the NEXTBIKE CROATIA system can request the help of the Customer Service by phone or via Support within the application.
- 20.4. Bikes equipped with a child seat are designed for transporting children weighing 9 to 22 kg, aged 9 months to 6 years, who are able to sit independently for a long time, at least as long as the planned cycling, and the child must be able to hold his/her head upright.
- 20.5. Before placing the child in the seat, the user must check that the seat, mechanism and bolts for securing the seat on the bike and the restraint system for securing the child while riding do not get damaged, does not show any signs of damage or are not rickety and are firmly attached to the bike. It is also recommended to check the temperature of the seat (whether it is too high, e.g. due to direct sunlight). In the event that the user notices irregularities, especially defects on the seat or incorrect set installation, he/she is obliged to notify NEXTBIKE CROATIA Customer Service by phone or via Support within the application, and in this case the use of the seat is prohibited.
- 20.6. The legal guardian assumes full responsibility for the child for the duration of the bike rental with a child seat.
- 20.7. Children in child seats must wear a mandatory safety helmet of the appropriate size (not a bicycle accessory). The legal guardian should keep in mind that the child should wear appropriate clothing to protect against atmospheric conditions, such as rain or sunlight radiation.
- 20.8. The child should be placed in the child seat in a way which ensures optimal comfort and safety during riding, using a safety system that ensures that the child's movements in the child seat are limited.
- 20.9. It is the responsibility of the user to ensure that the child riding in the child seat is secured so that he/she does not fall out while riding. The user takes full responsibility for accidents resulting from improper use and use of a bike with a child seat.
- 20.10. Before riding, the user is obliged to check that:
  - a) It is not possible for any part of the child's body, clothing or safety elements to come into contact with the movable elements of the seat or bike;
  - b) The seat mounted on a bike does not interfere with braking, pedaling or handling the bike with a child seat;
  - c) The additional load on the bike does not have a negative effect on the mobility or balance of the bike which is necessary for safe movement of the bike;
  - d) The weight and dimensions of the child's body do not exceed the maximum load of the seat (mentioned above).
- 20.11. It is forbidden to make any modifications to the child seat and to attach additional luggage to it. The user is obliged to exercise extreme caution when riding a bike with a child in a child seat, and it is obligatory to keep in mind that the bike may behave differently with regard to balance, handling and braking. It is especially important to adjust the speed.
- 20.12. When using the bicycle, it is necessary to regularly check that the back of the bike works with the set-up seat and that the child in the seat does not in any way disturb the reflective markings and lights on the seat and the bike.
- 20.13. It is mandatory to take care that the bike is not left parked with the child in the seat without supervision.
- 20.14. Bike rental and return with a child seat is possible at any official nextbike station.
- 20.15. Damage to the child seat is charged in the amount of HRK 250,00 to HRK 1,000.00.

## 21. NON-COMPLIANCE WITH THE STATED REGULATIONS AND RULES

For non-compliance with the above regulations and rules, the contracting parties agree on an appropriate contractual penalty for the user in accordance with the price list of penalties published on the webpage [www.nextbike.hr](http://www.nextbike.hr)



## 22. NOTIFICATION, PERSONAL DATA

- 22.1. All communication and notifications between NEXTBIKE CROATIA and the Service User will be done in writing as follows:
- via email correspondence between NEXTBIKE CROATIA and the Service User to the e-mail address provided by the Service User to NEXTBIKE CROATIA;
  - by registered mail to the address of the Service User delivered to NEXTBIKE CROATIA.
- 22.2. The Service User is obliged to immediately inform NEXTBIKE CROATIA of any change of address and/or residence and other personal data: e-mail address, mobile phone number, bank accounts from which he/she makes payments as well as any possible limitations regarding the ability to drive.
- 22.3. The addresses to which the notification will be made are those addresses indicated during the registration of the Service User. The Service User is obliged to notify the Service Provider of the change of address without delay. Failure to do so shall be deemed as proper notification and sending the notification to the address indicated during registration or another address notified by the Service User to the Service Provider. If the Service Provider has proof of sending the notification to such an address; in such a case, the receipt of the letter shall be considered as the day on which the letter was sent to the Recipient of the Service.
- 22.4. The Service User agrees that the Service Provider collects and processes his/her personal data for purposes related to this Agreement.

## 23. SETTLEMENT OF DISPUTES

- 23.1. All disputes arising out of or in connection with the Agreement, including disputes relating to the interpretation, application or validity of the Agreement, the Contracting Parties shall endeavor to settle amicably, and in case of failure to resolve disputes the governing court in Zagreb shall have jurisdiction.

## 24. VOIDABILITY OR UNENFORCEABILITY OF CERTAIN PROVISIONS

- 24.1. The possible voidability and/or unenforceability of any of the provisions of the Agreement does not entail the voidability of the entire Agreement. In that case, the parties shall replace the invalid provision with a valid one, i.e. one that corresponds to the purpose of the Agreement.

## 25. CHANGED CIRCUMSTANCES

- 23.1. NEXTBIKE CROATIA and the Service User waive the right to refer to the institute of changed circumstances.

For everything that is not determined by these General Terms and Conditions, the Law on Obligations, the Law on Road Traffic Safety and other applicable regulations are applied.

These General Terms and Conditions will be available on the website [www.nextbike.hr](http://www.nextbike.hr)

These General Terms and Conditions enter into force on the day of publication.

Ante Gustin, Director