



The general terms and conditions are valid for the use of rental bikes offered by nextbike Ltd. This includes the usage of NorisBike in Nuremberg, metropolradruhr in the Ruhr area, PotsdamRad in Potsdam and nextbike at different locations in the scope of these terms and conditions. For nextbike in other countries than Germany, such as BalticBike and UsedomRad the terms and conditions of these partners are applicable. All partners are listed at the end of this document.

Paragraph §1-§8 determine the rights and duties for the user and the rentals of bikes. Paragraphs § 9 - §18 regulate the business relation between nextbike Ltd. and the customers.

### §1 Scope of General Terms and Conditions

- 1) The nextbike company is renting bikes to registered customers (in case rental bikes are available).
- 2) Rentals and returns are possible by phone, online, at rental terminals, via app or by one of our cooperation partners. Telephone services (registration and damage reports excluded) by the customer service are subject to a charge in addition to rental fees according our pricelist on [www.nextbike.de](http://www.nextbike.de).
- 3) Agreements that deviate from the general terms and conditions need to be confirmed in writing by nextbike.

### §2 Registration and Acceptance

- 1) Customers can apply for registration in person, by telephone, at a terminal, on the internet or with cooperation partners.
- 2) 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.
- 3) At registration, the customer receives a personal identification number (PIN), with which he/she can log in to the customer account on [www.nextbike.de](http://www.nextbike.de).
- 4) The registration is accepted when the customer receives the activation message. This can be transferred in person, in writing, by telephone, via e-mail or text message.
- 5) After registering for nextbike, the customer can use all rental bikes of the nextbike company worldwide. An overview of all rental stations is available on [www.nextbike.de](http://www.nextbike.de).
- 6) Customer registration is free of charge. The customer has to provide a valid means of payment prior to chargeable rentals. According to the customer's chosen fare nextbike is entitled to charge regular rental fees. These fees are stated in the valid price list on [www.nextbike.de](http://www.nextbike.de).
- 7) The customer is obliged to inform nextbike about any change in the personal data or in any data required for accounting (credit card number, bank account) during the period of validity of the contract.

### §3 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 Germany's borders (a written consent by nextbike Ltd. is possible)
  - 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 responsible to attend to the road traffic regulations.
- 3) Freehand driving is not allowed at any time.

- 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 of transported goods.
- 5) Unauthorized modifications or alterations are not allowed.
- 6) At unauthorized use the nextbike Ltd. is allowed to deactivate the customer account.
- 7) After the receipt of the bike-returned-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.
- 8) The customer is not allowed to change the given lock code or to give it third persons.

### §4 Quantity of Possible Rental Bikes

- 1) Generally, every customer can rent up to four bikes on one customer account at the same time.
- 2) Individual arrangements depending on the availability of rental bikes are possible.

### §5 Duration of Rentals

- 1) The chargeable rental of a bike starts with the information about the code for the bicycle lock by nextbike.
- 2) The customer will inform nextbike about the end of the rental according to paragraph §7. With this information the chargeable rental of the bike will end. The customer will receive a confirmation by phone or on the display of the rental terminal.

### §6 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 and is obliged to check the bike for a roadworthy condition (frame, air pressure, brake system, lights) before the rental.
- 3) In case the customer notices technical defects at the beginning or during the rental, he/she needs to give notice to nextbike customer service and to stop the rental immediately. Defects such as tyre damages, rim defects or gear shift failures must also be reported.

### §7 Parking and Returning Rental Bikes

- 1) The customer is obtained Park the bicycle noticeably and to follow 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 website [www.nextbike.de](http://www.nextbike.de)).
- 5) It is not allowed to park the bikes in houses, backyards or vehicles at any time.
- 6) It is not allowed to return rental bikes outside the defined area of usage. This area is defined as the city in which the bike was rented. Exceptions to this rule will be published at the rental station or on the bike and on [www.nextbike.de](http://www.nextbike.de).
- 7) Park the bike noticeably at one of our official rental locations. All current official rental locations are published on our webpage [www.nextbike.de](http://www.nextbike.de). 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 or at the rental terminal. nextbike needs to be informed about the official rental location (street name, house number or the number of the rental location).
- 8) The customer is obliged to remember the returning location for any queries at least for 48 hours after returning the bike.
- 9) In case the customer does not return the bike at a defined area as described in paragraph §5 section 6, a service fee according to the current price list published on [www.nextbike.de](http://www.nextbike.de) will be charged.

#### §8 Liability of nextbike, Customer Liability

- 1) The service of nextbike company is delivered 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, in which the bike will be checked by a nextbike employee, according to the specific material and labor costs up to the amount of 75 Euro. 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. nextbike 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 void 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 giving the bike identification number. nextbike company must be informed about the police's transaction number afterwards.

#### §9 Behaviour in Case of Accidents with Rental Bikes

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

#### §10 Usage of Customer Cards (RadCard), e-Tickets and Electronic Employee Identity Cards

- 1) The customer can order a customer card (RadCard) from nextbike against payment of a fee according to the current pricelist on [www.nextbike.de](http://www.nextbike.de).
- 2) In case of loss of the RadCard, the customer has to block the card at his/her own interest by calling +49 (0)30 69205046.
- 3) The customer card simplifies the rentals of bikes exclusively at the terminals and is not connected to certain fares. In case the customer is using a customer card issued by a nextbike cooperation partner, he/she agrees that nextbike can request all necessary data from the cooperation partner when first using this card at one of the terminals.
- 3) In case the customer card of the cooperation partner expires, customer accounts without valid means of payment will be deactivated. The customer can use the service of nextbike again after reactivation of the account.

#### §11 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.de](http://www.nextbike.de).

#### §12 Using Rental Bikes with User Data, Blockage of Accounts

- 1) nextbike is entitled to block user accounts in case of sound cause, in particular in case of misuse.
- 2) The limitation of liability according to §8 section 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

- 1) Services of nextbike are charged according to the prices valid at the beginning of the rental process. The fares are valid according to our current price list. This price list is published on our website ([www.nextbike.de](http://www.nextbike.de)).
- 2) Special fares or vouchers are normally valid for one bicycle per rental according to the price list.
- 3) Special fares (e.g. RadCard fare) are valid for 12 months. They can be terminated four weeks prior to expiry of the subscription period. More information in paragraph 16.



4) In case of loss of the customer card a replacement may be ordered. Delivery is charged according to the price list.

#### §14 Payment and Delayed Payment

- 1) The customer is obliged to pay the charged amounts by means of a credit card or by direct debit.
- 2) When paying by credit card a lump sum of 9€ is deducted independent of the actual balance. This amount is credited to the customer account. When paying by direct debit the exact amount is deducted. The user can change his/ her mode of payment at any time.
- 3) In case 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.de](http://www.nextbike.de)). In individual cases nextbike may claim higher costs up to the level of the expenditure actually sustained, unless the customer can prove lower expenditure.
- 4) If the customer defaults in payment, default interest will be charged at a rate of 6 percentage points over the base interest rate.
- 5) If the customer defaults in payment nextbike shall be entitled to demand immediate payment of all further claims against the customer and discontinue the contractual services until the customer made all payments.

#### §15 Accounting, Renting Lists, Controlling of Rentals

- 1) nextbike will charge rental fees according to the valid price list. Invoicing shall be carried out on a monthly basis. The customer will be informed after the rental time about the costs in the customer account online. This does not include optional extra fees that are not processed automatically (e.g. service fees for bicycle usage in breach of the contractual provisions).
- 2) Debit will be processed automatically, but nextbike reserves the right to request customers by phone or mail to pay open amounts.
- 3) When paying by direct debit, the customer will receive a monthly invoice about rental prices within two weeks after the month of usage.
- 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.

#### §16 Termination of Contract and Deletion of Special Fares

- 1) The contract may be cancelled properly by either contracting party at any time. The right to extraordinary termination shall be unaffected. The customer can delete his/her own member account manually on [www.nextbike.de](http://www.nextbike.de).
- 2) Special fares (e.g. RadCard-fare) are subject to certain validity periods. Normally, special fares are valid for 12 months after order. The fare is automatically extended by one year,

unless the customer terminates the special fare in writing four weeks prior to the expiry date.

3) Termination of a special fare does not cause an automatic termination of the customer account. If this is wanted, the customer can delete his/her own member account manually on [www.nextbike.de](http://www.nextbike.de) (§16/1).

4) In case the contract is terminated (deletion of customer data) customer card holders are obliged to return the customer card to the nextbike head quarter in Thomasiusstrasse 16, 04109 Leipzig.

#### §17 Data Protection

- 1) nextbike 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.
- 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 credit card data is no longer visible for employees of nextbike Ltd.
- 5) As part of evaluation process, nextbike Ltd. is obliged to transmit customer data of certain projects to companies commissioned by the government.
- 6) The customer will receive more information on the use and disclosure of personal data in the data protection rules on [www.nextbike.de](http://www.nextbike.de).

#### §18 Other Provisions

- 1) Both contracting parties cancel the contract anytime.
- 2) The contract is governed by German law. Legal domicile for any disputes arising from or in connection with the customers participation in the bicycle rental system is in Leipzig, insofar as the customer does not have a place of general jurisdiction in Germany or has transferred his place of residence or usual abode to a country other than Germany after conclusion of the contract or if the customers residence or usual abode is unknown when or legal entity under public law or public special assets.
- 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.

More information on nextbike products and international cooperations on [www.nextbike.net](http://www.nextbike.net).