

General Terms and Conditions (GTC) for Bike Sharing Systems Operated by Nextbike Cy Ltd

These general terms and conditions apply to the use of rental bikes provided by Nextbike Cy Ltd (“Nextbike”) and operating in the Republic of Cyprus. In case of rentals in other countries or partner systems, the terms and conditions of the partners apply.

Paragraphs § 1 – 8 of these terms and conditions define the rights and obligations for the use and rental of Nextbike bicycles. Paragraphs § 9 – 19 define the business relationship between Nextbike as operator of the rental system and its customers, particularly in relation to the rental and use of the bicycles..

§1 Jurisdiction of the Terms and Conditions (GTCs)

- 1) Nextbike rents bicycles to registered customers (“customer”) as far as the products and services are available.
- 2) Rentals and returns are possible either by telephone, online, via smartphone App, at a rental terminal.
- 3) Individual agreements made orally between parties before or during the contractual period, deviating from these GTCs must be approved and confirmed in writing by Nextbike.

§2 Registration and confirmation

- 1) Application for registration (“application”) is possible either via smartphone app, online, at a rental terminal, or by telephone. In order to become a registered customer, the applicant must be 18 years of age at the time when the application is approved.
- 2) Following receipt of all relevant personal data the provider decides whether or not to accept and approve a business relationship with the applicant. As part of the application process, the provider is authorised to utilise the services of payment partner World Pay and / or Tpay to check the creditworthiness of the applicant.
- 3) Upon registration, the applicant shall receive a personal identification number (PIN) which they may use to log into the smartphone App and online customer account as well as to conclude rental agreements at rental terminals or by telephone.
- 4) Approval of the application shall result in the issuing of an activation notice. This notification may occur orally, in written form, telephonically, via email, SMS or at a rental terminal.
- 5) Following successful registration, the customer may rent nextbike bikes and other bikes from nextbike brands throughout the world. An overview of individual locations may be viewed online at <https://www.nextbike.com.cy/en/limassol/locations/>.
- 6) The registration fees and membership fees referred to in the price list shall be charged upon acceptance thereof by the customer during registration. For first time registrations a fee of € 10.00 is charged upon registration. The said registration charge is credited to the customer’s account immediately and can be used by the customer for rental(s) up to the said amount. Any rental(s) / use in excess thereof will be charged additionally. Nextbike is hereby authorised to charge periodic rental fees in accordance with the price list. The amount of these fees may be requested per telephone and the current pricelist is also available at <https://www.nextbike.com.cy/en/limassol/prices/>.
- 7) The customer is obliged to inform Nextbike immediately of any changes to their personal information which occur during the business relationship. This includes personal data and information regarding payment (e.g. bank account number or credit card information).

§3 Terms and Conditions of Use

- 1) The rental bikes may not be used:
 - a) by persons who are younger than 18 years (unless accompanied by an adult),
 - b) to carry other persons in particular young children or animals,
 - c) for journeys outside of Limassol without the prior express written consent from Nextbike,
 - d) for sub-hiring to third parties,
 - e) by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit) or other illegal substances,
 - f) to transport illegal, flammable, explosive, toxic or dangerous materials or substances,
 - g) to participate in bicycle races or bicycle test events or other races or events of any kind without the prior, written consent of Nextbike,
 - h) off-road or in other areas prohibited by any road traffic and safety laws and regulations, or where it may otherwise not be suitable for this type of city bicycles
 - i) If the bikes are used in unfavourable weather conditions, (e.g strong wind, rainy weather, stormy weather) or any weather conditions that are unfavourable to bike usage, the customer may experience these weather conditions to a greater extent in relation to a normal bike due to the advertising panels used on the nextbike’s. The use of bikes during any adverse weather conditions is at customer’s own risk and nextbike advises the customer not to use the bike in such conditions.
- 2) The customer is obliged to obey all road and traffic laws and safety regulations.
- 3) Freehand (“no-hands”) operation of the bike is not allowed at any time.
- 4) It is forbidden to use the bicycle basket in an improper manner or overload it (maximum allowable load: 5 kg). The customer is obliged to ensure that all transported goods and items are properly fastened and secured at all times. Use of the baskets and carriage of personal items therein is made at the customer’s sole and absolute responsibility and Nextbike shall bear no liability nor responsibility for any damage thereto or loss thereof.
- 5) Unauthorized modifications or alterations to the rental bike or any part thereof are not allowed.
- 6) Should unauthorized or improper use of the rental bike be determined, Nextbike is authorized to terminate the business relationship and block the customer from further rentals and usage,
- 7) Following the successful return of the rental bike, if the customer wishes to reuse the returned bike they shall be required to initiate a new rental process.
- 8) The customer is not allowed to change the provided lock code or to provide it to third parties. In cases where it is found that

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a lock has been tampered with, a penalty of € 5.00 will be applied.

- 9) If a customer leaves to bikes to a third party to use it, he/she guarantees that the third party considers our GTC and further takes full responsibility for the actions of any third parties to the same extent as for his/her own actions. When lending the bike to a third person, he/she must be older than 18 years.

§4 Rental Limitations

Unless agreed upon, each customer may rent up to four bikes on one customer account at any one given time. **Individual arrangements subject to Nextbike's prior consent are possible..**

§5 Duration of Rental

- 1) The chargeable rental period of a bike begins with the provision of the code for the bicycle lock by Nextbike to the customer.
- 2) The customer has to inform Nextbike of the end of the rental period in accordance with § 8. Upon provision of this information, the chargeable rental of the bike as well as the rental period to be invoiced will end. The customer will receive confirmation by phone or on the display of the rental terminal. This shall mark the end of the rental period.
- 3) Nextbike must be informed about any problems via the service hotline immediately and the latest at the time of return. Untimely notification of such shall mean that any associated customer claims are invalid.

§6 Condition of Rental Bikes

- 1) The customer has to make her-/himself familiar with the condition and the appropriate use of the rental bike before rental.
- 2) The customer is in addition obliged to check before use that the bike is in an apparent roadworthy and safe condition. In particular, safety-relevant screw and component fixings, the condition of the frame, handlebars and seat as well as air pressure in the tires and the proper functioning of lighting and brake systems are to be checked. Should the customer determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/she has to notify Nextbike and , end the rental and use of the bike immediately. If there is a technical defect or deficiencies after rental but before the customer uses the bike, the rental will be cancelled by Nextbike.
- 3) Defects such as tire damage, rim defects or gear shift failures must also be reported immediately. If the bike is found without its lock, the customer is obliged to contact Nextbike.

§7 Parking of the Rental Bikes

- 1) The bicycle must be parked in plain sight. The customer is obliged to follow road traffic & safety regulations and laws when parking. Furthermore, he/she must ensure that the bike does not hinder road safety, that other vehicles and/or traffic is not obstructed and that no damage is done to third parties or their property. The kickstand is to be used every time that the bicycle is parked and the bike is to be placed in the provided bike racks at the rental station when available/applicable.
- 2) Without limitation, it is not permitted to park rental bikes whether permanently or temporarily

- a) at traffic lights
- b) at parking ticket machines or parking meters
- c) at traffic signs or other signs / billboards
- d) on walkways / cross-paths / sidewalks
- e) in front of, in or near emergency exits and fire department service zones
- f) where the bike covers advertisements
- g) to lock the bike at fences of private or public buildings
- h) on train and bus platforms
- i) on public bike racks
- j) in buildings, backyards/ courtyards or within any type of vehicles at any time and for any length of time.

Without limitation to the generality of the aforesaid, it is not permissible to park rental bikes in any obstructive or illegal manner.

- 3) The rental bike must be locked properly when not in use, even if the customer leaves the bike unattended for a short time. More information about how to lock a bike can be found on our [website](https://www.nextbike.com.cy/en/limassol/information/): <https://www.nextbike.com.cy/en/limassol/information/>
- 4) Failure to comply will result in the charging of service fees, unless the customer is able to show that the actual expense incurred was lower in accordance with the current price list available [online](https://www.nextbike.com.cy/en/limassol/prices/) at <https://www.nextbike.com.cy/en/limassol/prices/> Additionally, the renting customer shall be responsible for payment of any official fines and/or claims on the part of any third parties incurred as a result of non-compliance with these regulations or legal regulations.
- 5) The customer shall not be allowed to park the bikes permanently in parks /green spaces or on private property. The customer shall be allowed to park the bikes temporarily on private property only once allowed to do so by any person/s having the authority to grant such permission

§8 Returns of Rental Bikes

- 1) The bikes must be returned in the same city and in the same condition as when initially rented for use. The returning of rental bikes outside the defined area of usage is not permitted. Exceptions to this condition shall only apply when expressly approved in writing by Nextbike.
- 2) The bike(s) must be returned so that it is clearly visible at one of the official stations and locked using the lock provided. All official terminals can be found on our website <https://www.nextbike.com.cy/en/limassol/locations/> The customer is obliged to inform Nextbike that the rental period is being ended as well as of the exact location of the return (station number). This may be done online, via telephone or by using the smartphone app, or the rental terminal. .
- 3) The customer is obliged to inform Nextbike about the return by phone, app, terminal or bike computer and to confirm the exact location of the bike (station name / number).
- 4) The customer must be able to provide this information to Nextbike upon request for a period of 48 hours following the rental period.
- 5) Should the customer not return the bike at an official terminal as described herein or provide false information or not return the bicycle correctly, or if the customer service cannot locate

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the bike at the stated terminal, an additional service fee will be charged by Nextbike to the customer in accordance with the current price list as published on <https://www.nextbike.com.cy/en/limassol/prices/> for locating the bicycle and returning it to an official terminal and any additional actions that may need to be taken as a result thereof. In case of loss and / or theft of the bicycle see paragraph § 9 hereof.

§9 nextbike GmbH Liabilities

- 1) Nextbike is liable for damages caused by it towards their customers in case of malicious intent or gross negligence. For all other defaults of contractual obligations (contractual duty) Nextbike shall be made liable only for reasonable damages adhering to the contract. In all other cases liability on the part of Nextbike is expressly excluded. Nextbike is not liable for damages to nor loss of items or personal property transported using the bicycle. In the aforesaid circumstances, Nextbike is relieved of any liability whatsoever. Other than the aforementioned stipulations, the liability of Nextbike is expressly excluded.
- 2) Nextbike shall not be liable in cases of improper and/or unauthorized use of the bicycle and particularly, but without limitation, in breach of §3.

§10 Customer Liabilities

- 1) Use of services and bicycles provided by Nextbike occurs at the customer's sole and absolute risk. The customer takes full responsibility for damages caused by him/herself. **Subject always to §10.2 – 10.4**, the customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by Nextbike's liability insurer against a customer remain unaffected.
- 2) The customer accepts liability from the moment of receiving the lock code until successful return of the bike. If the customer causes damages due to any negligent behavior or the bike is stolen because of such, the customer remains liable according to the costs for material and labor costs or recovery of stolen bikes to an amount up to but not exceeding €500.00.
- 3) This limitation amount does not apply in cases in which the customer has caused the damage intentionally or where the customer is proved to be grossly negligent in their actions or in cases where the bike has been stolen. In such cases, the amount of liability claims applicable shall be determined by the actual amount and real value of damage incurred
- 4) The customer shall be made liable for all costs and damages incurred by Nextbike due to non-compliance with obligations under these terms and conditions.
- 5) The customer will be informed immediately in case of any damage and consequent penalty charge as per **§10.8**, Nextbike shall bear the burden of proof in the case of such damage. With the exception of **§10.3**, for damages notified by Nextbike after 48 hours after the end of the rental period, the customer is not liable.
- 6) If the bicycle is stolen during the rental period, the customer must report the theft immediately to nextbike. The bike identification number must be reported. Furthermore, the customer

shall be liable in the amount of € 500.00 in the event the bike is stolen and / or lost during the rental period.

- 7) Subject to any limit of liability pursuant to the terms hereof (where applicable), customer hereby expressly agrees that Nextbike has the right to charge the customer's account directly for losses and / or damages incurred to the bikes following rental thereof by the customer in question and for which the said customer is liable in accordance with these Terms and Conditions.
- 8) Without prejudice to any other rights it may have whether by law or contract, Nextbike has the right to charge a penalty fee for misuse of Nextbike services as follows:
 - i. Lock code tampering including code change @ €5.00
 - ii. Replacement of a missing or damaged lock @ €35.00
 - iii. Return of bike to a non-official station @ €10.00 plus €1.00 per km from nearest official station.
 - iv. For any other damages or losses, including if the bike(s) are not returned in their condition when initially rented, Nextbike is entitled to charge a penalty fee up to €75.00

The customer will be notified of the penalty charge in accordance with **§10.5**.

§11 Customer Obligations in Case of Accident

In case of an accident, whether involving the customer and / or third parties and / or their property and / or other persons, the customer is obliged to report the accident to Nextbike immediately. Failure to do so on the part of the customer shall result in the customer being liable for damages incurred by nextbike owing to infringement of said obligation.

§12 Use of Customer Cards, an e-ticket or Electronic Employee ID Card

- 1) If the customer uses a customer card issued by a nextbike cooperation partner as access medium, he/she agrees, when using the card for the first time, that nextbike may request all customer data necessary for business processes from the cooperation partner.
- 2) When the validity of the customer card of a cooperating partner has expired, the customer account at nextbike shall be deactivated in cases where no means of payment has been recorded. Upon provision of a valid means of payment, the customer shall be allowed again to use the provider's services.
- 3) The sending of nextbike customer cards shall cease in March 2018
- 4) Already received nextbike customer cards remain valid and are not transferable to other parties.
- 5) If the customer card is lost, the customer is required to block the card in their own interest, by contacting Nextbike. Replacement of the card may not be possible.

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§13 Confidentiality of Customer Information

- 1) The customer is responsible for preventing unauthorized use of the customer's user data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) nextbike expressly states that nextbike employees are not authorized to and will never request or ask for the customer password.
- 3) The customer may change the personal data anytime and as often as he/she wants.
- 4) Should the customer have reason to believe that his/her user data has been compromised or misused, they are to inform nextbike of this fact immediately.
- 5) The customer may deactivate their customer account either online at www.nextbike.com.cy or by means of written notification sent to nextbike (info@nextbike.com.cy).

§14 Misuse and Exclusion

- 1) nextbike is entitled, in cases of due reason and in particular in cases of misuse, to cancel customer rights and thereby exclude customers from using nextbike's services and bicycles.
- 2) The limitation of liability provided for in §9 para. 2 shall not be valid should the customer allow the misuse of his/her customer data intentionally or due to gross negligence.

§15 Fees, Prices and Calculations

- 1) nextbike's calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of bicycle. Rental fees are to be taken from the current price list (<https://www.nextbike.com.cy/en/limassol/prices/>).
- 2) Special rates (e.g. Annual rate) or gift certificates are valid for one bicycle per rental. These are also, in general, valid for and may only be used by the person to which they were specifically issued in accordance with the current price list, promotion and / or offer.
- 3) The Annual rate is valid for 12 months following the order. The validity is automatically extended, unless the customer cancels the tariff in writing or per e-mail at least 4 weeks prior to expiration.
- 4) Cancellation of special rate agreements does not result in the automatic deactivation of a customer account with nextbike. Should the customer wish to deactivate an account, this may be done either online at www.nextbike.com.cy or by providing written notification to NEXTBIKE CY LTD, OSLO 14 B, 3015 LIMASSOL or via Email to (info@nextbike.com.cy).
- 5) The customer may log in to his /her account to view the cost from the time of rental and / or to view any charges therefor. No automated message will be sent to the customer by text or otherwise for charges made. Automated messages shall only be sent to the customer solely in the event the charge/ top-up of customer's account has not been successful

§16 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means of credit card or electronic transfer (direct debiting). The customer may change their preferred method of payment at any time.
- 2) Should it be impossible to process a direct debit due to insufficient funds in the customer's account or for other reasons for

which the customer is responsible, nextbike will charge the customer with the additional expenses incurred in accordance with the current price list published at <https://www.nextbike.com.cy/en/limassol/prices/> unless the customer is able to show that the actual expense incurred was lower. In individual cases and insofar as the customer is unable to show that the expense was indeed lower, the claims made by nextbike may amount to but not exceed the actual expenses incurred.

- 3) If the customer defaults in payment, default interest will be charged at a rate of 5 percentage points over the base interest rate. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the customer.
- 4) If the payment is delayed, nextbike is authorized to demand the entire claim and to discontinue its service until the customer meets his/her obligations.

§17 Billing, Rental Lists, Controlling

- 1) Nextbike invoices its customers according to the current rate and price list as available at <https://www.nextbike.com.cy/en/limassol/prices/>. Finalized rental processes (including costs and time periods) may be viewed by the customer in their account at www.nextbike.com.cy and in the App. This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system (such as fees due to contractual non-compliance and/or service fees).
- 2) Debiting of the customer's account occurs automatically. nextbike does reserve the right, however, to demand payment by customers either per telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to nextbike within 14 days of the charge in question. Any refunds due will be credited to the customer's nextbike account and applied to the next due payment unless otherwise dictated by the customer.

§18 Termination and Deletion of Customer Information

- 1) Both contractual partners may terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either online at www.nextbike.com.cy or by means of written notification sent to Nextbike. Written termination notices are to be sent to: NEXTBIKE CY LTD, OSLO 14 B, 3015 LIMASSOL or via Email to (info@nextbike.com.cy).
- 2) Special rates (e.g. Annual rate) are linked to specific contractual periods. Conditions for termination of special rates are specified in §15 para. 3. Upon termination of a special rate, the customer card (if any) may be returned to nextbike at NEXTBIKE CY LTD, OSLO 14 B, 3015 LIMASSOL .

§19 Privacy Policy

- 1) Nextbike collects, stores and uses customers' personal data, where it is necessary to fulfill its contractual obligations or the realization of the contract between the customer and nextbike or to fulfill any other legal duty. nextbike is obligated to use

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that data only in compliance with the provisions set forth in the General Data Protection Regulation.

- 2) nextbike is entitled to disclose information about the customer to investigating authorities and to the necessary extent, in particular the customer's address, should proceedings be initiated against the customer for a civil or criminal offence.
- 3) For the purpose of payment, the customer's payment data will be transferred to our payment-partners for verification and accounting of the rental fees. Following the registration process, this data is no longer visible to employees of nextbike.
- 4) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at <https://www.nextbike.com.cy/en/limassol/privacypolicy/>).

§20 Further Provisions

- 1) The laws of the Republic of Cyprus apply hereto and take precedence and the Courts of Limassol shall be the legal domicile for any disputes arising from or in connection with a customer's use of the nextbike bicycle rental system as well as use of it in Cyprus, even if the customer does not have a place of general jurisdiction in Cyprus or has transferred his/her place of residence or usual abode to a country other than Cyprus after conclusion of the contract or if the customer's residence or usual abode is unknown at the time of the legal dispute's arising or when the customer is a registered trader or legal entity under public law or has public special assets.
- 2) Verbal auxiliary agreements do not exist.

Service Hotline: 777-88-323 (Local Hotline) or +357 99408094

Email: info@nextbike.com.cy

Internet:

www.nextbike.com.cy

www.nextbike.net