

## General Terms and Conditions (GTC) for Bike Sharing Systems

Operated by Nextbike GmbH and maintained by Nextbike Sverige AB (nextbike)

### §1 Jurisdiction and subject of these General Terms and Conditions (GTCs)

1) Nextbike (“provider”) rents bicycles and e-bikes to registered customers (“customer”) in different cities (“operation area”) as far as the products and services are available. These terms and conditions regulate the relationship between nextbike and the respective customer in terms of the registration (framework contract) and the conditions for the conclusion of rental contracts. Sections 1 to 8 regulate the rights and obligations in terms of the rental and usage of bicycles, Sections 9 to 19 regulate the contractual relationship between nextbike and the customer.

2) Rentals and returns are possible either by telephone, via a smartphone app, at a rental terminal or by using the bike computer.

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.

4) The contracts are concluded in the English language. In the event of contradictions between the Swedish and English versions of the General Terms and Conditions, the English version shall prevail.

5) An overview of individual bike locations may be viewed online at [www.styrochstall.se](http://www.styrochstall.se) If the customer wants to rent bikes from different nextbike brands as registered, the customer will be informed about the local divergent rates and GTCs.

### §2 Registration and confirmation

1) Application for registration is possible either via a smartphone app, at a rental terminal, by telephone or online. 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, nextbike decides whether or not to approve the framework contract with the customer. Approval of the application results in the issuing of an activation notice. This notification may occur over the telephone, via email, SMS or at a rental terminal.

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 and bike computers.

4) Following successful registration, a framework contract between nextbike and the customer is concluded and the customer gains access to a customer account. After the conclusion of the framework contract, the customer may rent nextbike bikes and other bikes from nextbike brands throughout the world. However, the conclusion of the framework contract does not amount to the conclusion of an individual rental agreement between nextbike or the customer.

5) Registration is free of charge. For rentals subject to fees, a valid means of payment must be provided before the time of rental. For verification, the provider will charge an amount of 1 € which will be added to the customer’s credit balance and cleared by future rental fees. Dependent upon the choice of rates, the provider is authorised to charge periodic rental fees. The amount of these fees may be requested via telephone and the current price list is also available online and, in the app.

6) The customer is obliged to inform nextbike immediately of any changes to their personal information which may occur during the business relationship. This includes personal data and information regarding payment/s

(e.g. bank account number or credit card information).

### **§3 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 or upon the automatic unlocking of the fork lock.

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 official end of the rental period shall be marked with the receipt of information by the customer from either nextbike or the rental terminal. In the event of any problems, the customer is requested to contact customer service immediately.

### **§4 Rental Limitations**

Unless agreed upon, each customer may rent up to four bikes on one customer account at any one given time (exceptions from this regulation will be mentioned on the websites of the respective operation areas). Individual arrangements subject to the availability of rental bikes are possible upon approval by nextbike.

### **§5 Terms and Conditions of Use**

- 1) The rental bikes may NOT be used:
- a) by persons who are younger than 18 years,
  - b) to carry other persons in particular young children,
  - c) for journeys outside of Västra Götaland (Sweden) without written consent from nextbike,
  - d) for hire to third parties,
  - e) by individuals under the influence of alcohol, who are unable to use the rental bikes safely,
  - f) by individuals under the influence of drugs,

g) the use of bikes during any extreme weather conditions is at one's own risk and nextbike advises the user not to use the bike in such conditions.

g) nextbikes are not allowed on public transport vehicles within Göteborg and Mölndal. Read more at [www.vasttrafik.se](http://www.vasttrafik.se).

2) The customer is obliged to obey all road and traffic laws and regulations.

3) 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.

4) Unauthorized modifications or alterations to the rental bikes are not allowed.

5) 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.

6) The customer is not allowed to change the provided lock code or to provide it to third parties.

7) If a customer leaves the bike to a third party to use it, he/she has to guarantee, that the third party considers our GTC. The customer is responsible for the actions of any third parties authorised to use the bike to the same extent as for his/her own actions, when lending the bike to a third person, he/she must be 18 years of age or older.

### **§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 also obliged to check before use that the bike is in a roadworthy and safe condition. 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 the provider's customer service, end the rental and desist

using 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 the provider.

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 requested to contact the customer service.

### **§7 Parking of the Rental Bikes**

1) The bicycle must be parked in plain sight. Furthermore, the customer 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) In particular, it is not allowed to park rental bikes permanently or temporary:

- a) at traffic lights,
- b) at parking ticket machines or parking meters,
- c) at traffic signs,
- d) on walkways which are reduced to a width of fewer than 1.50 meters,
- e) in front of, in or near emergency exits and fire department service zones,
- f) where the bike covers local 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,
- k) On guiding plates for the blind,
- l) At or in front of post boxes,
- m) in front of doors or gates or their swivel range,
- n) in or in front of driveways.

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: [www.styrochstall.se/information](http://www.styrochstall.se/information).

4) The client is not allowed to park the bikes permanently on private property

5) Failure to comply with bike parking regulations will result in the following:

a) the first incident - an electronic notification/warning being sent to the customer,

b) the second incident - an electronic notification/warning being sent to the customer,

c) the third incident – the customer shall be liable to pay a penalty of 200 SEK to nextbike.

6) Nextbike also reserves the right to assert claims for damages in addition to the parking penalty fee.

### **§8 Returning of Rental Bikes**

1) Göteborg and Mölndal are considered one system area. Thus, a bike may be rented in one city and returned in the other as long as it returned to a virtual or hardware station. The returning of rental bikes outside the defined area of usage is usually not permitted. In general, this area is defined as the city in which the bike was rented. Exceptions apply for individual locations with regionally overlapping systems, e.g. in the Göteborg and Mölndal areas. In these areas, a bike may be rented in one city and returned in another city of the same regionally overlapping systems where the bike was originally rented.

2) The bike must be returned so that it is clearly visible at one of the stations (physical or virtual) marked with a physical sign and locked using the lock provided. The customer is obliged to inform the provider that the rental period is being ended as well as of the exact location of the return (station number or GPS coordinates). This may be done via telephone or by using the smartphone app, the rental terminal or the bike computer.

3) The customer is obliged to inform nextbike about the return of the bike by phone, app, terminal or bike computer and to confirm the exact location of the bike (station name/number or GPS coordinates and or any information that will assist in the successful return of the rental bike). Where the bike is returned automatically by locking it, the customer has to check within the app if the return was successful.

4) The customer must be able to provide this information (as stated in §8.3) to nextbike upon request for a period of up to 48 hours following the rental period.

5) Should the customer, due to his/her fault, not return the bike at a defined area as described in §7 paragraphs 1 to 3, provide false information or forget to return the bicycle entirely, a service fee (contractual penalty) will be charged by nextbike to the customer in accordance with the current price list as published at [www.styrochstall.se/prices](http://www.styrochstall.se/prices).

#### **§9 Nextbikes Liabilities**

1) Nextbike provides a warranty against the unexpected failure or breakdown of the rental bike, unless the failure or breakdown is caused by the customer's negligence or other events beyond nextbike's control.

2) Nextbike is liable only for contract-typical damages, i.e. foreseeable, damages, regardless of the legal grounds.

3) For the avoidance of doubt nextbike shall be liable to the customer in any case of:

a) malicious intent or negligence demonstrated by nextbike, as well as by any representatives or agent in accordance with the statutory provisions of nextbike,

b) the violation of life and bodily health,

c) the culpable violation of essential contractual obligations, should any essential contractual obligations be breached, the claim

for damages shall be limited to the foreseeable damage adhering to the contract.

4) Nextbike is not liable for damages to objects which have been transported during a rental either through the use of the bike basket or the cell phone holder unless the damage was due to intentional or negligent behaviour of nextbike.

5) Nextbike shall not be liable in cases of unauthorized use of the bicycle unless the damage was due to the intentional or the negligent behaviour of nextbike or the damage would have occurred independently of the unauthorized use.

6) Other than the aforementioned stipulations, the liability of nextbike is excluded.

#### **§10 Customer Liabilities**

1) Use of services provided by nextbike occurs at the customer's own risk. The customer takes full responsibility for damages caused by him-/herself. 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 shall be made liable for all costs and damages incurred by nextbike due to culpable non-compliance with obligations under these terms and conditions.

3) The customer is liable for the consequences of traffic offences or criminal offences committed by her/him during use. He/she shall bear all resulting costs and indemnify nextbike completely against any claims of third parties.

4) If the bicycle is stolen during the rental period, the customer must report the theft immediately to nextbike via telephone (+46 31-767 94 38).

#### **§11 Customer Obligations in Case of Accident**

Nextbike must be informed of accidents immediately/as soon as possible via telephone. In cases of accidents involving not only the user but also third-party property or other persons, the customer is also obliged to report the incident to the appropriate authorities 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) If the customer card is lost, the customer is required to block the card in their own interest, by calling the provider's hotline. Replacement of the card may not be possible.

### **§13 Confidentiality of User 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.

### **§14 Fees, Prices and Calculations**

- 1) nextbike's calculation of all fees and services shall be charged based on the prices valid at the beginning of each individual use of the bicycle (rental according to Section 5). Rental fees are to be taken from the current price list (available at [www.styrochstall.se/prices](http://www.styrochstall.se/prices)).
- 2) Special rates (e.g. Annual rate, Monthly 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.
- 3) The Annual rate is valid for 12 months following the order, and shall automatically terminate after a period of 12 months unless the customer extends the annual rate in writing or per e-mail at least 4 weeks before expiration.
- 4) The Monthly rate is valid for a period of 1 month following the order.
- 5) 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.styrochstall.se](http://www.styrochstall.se) or by providing written notification to nextbike Sverige AB, Flöjelbergsgatan 7b, 431 37 Mölndal, Sverige or via email to ([styrochstall@nextbike.com](mailto:styrochstall@nextbike.com)).

### **§15 Payment and Delayed Payment**

- 1) The customer is obligated to pay the billed amounts by means of a credit card.
- 2) Should it be impossible to process a direct debit due to insufficient funds in the customer's account due to customer's fault 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 <http://www.styrochstall/pricelist> unless the customer can 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 for at least two months or 150 SEK, nextbike is authorized to demand the entire claim and to discontinue its service until the customer meets his/her obligations.

#### **§16 Billing, Rental Lists, Controlling**

1) The provider invoices its customers according to the current rate and price list, available at [www.styrochstall.se](http://www.styrochstall.se). Finalized rental processes (including costs and time periods) may be viewed by the customer in their account at [www.styrochstall.se](http://www.styrochstall.se) 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 Sverige AB, Flöjelbergsgatan 7b, 431 37 Mölndal, Sverige within 30 days of receipt of the invoice. Customer rights following the expiry of the objection period, also in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customer's account and

applied to the next due payment unless otherwise dictated by the customer.

#### **§17 Termination and Deletion of Customer Information**

1) Both contractual partners may terminate the framework contract at any time with a notice period of two weeks. The right to extraordinary termination is not affected by this provision. The customer may deactivate/terminate their customer account either online at [www.styrochstall.se](http://www.styrochstall.se) or by means of written notice to be sent to nextbike Sverige AB, Flöjelbergsgatan 7b, 431 37 Mölndal, Sverige. or via email to [styrochstall@nextbike.com](mailto:styrochstall@nextbike.com).

2) Special rates (e.g. Annual rate) are linked to specific contractual periods. Conditions for termination of special rates are specified in §14.3.

#### **§18 Privacy Policy**

1) Nextbike GmbH is the company holding 100% shares in Nextbike Sverige AB, nextbike GmbH collects, stores and uses customers' personal data, where it is necessary to fulfil its contractual obligations or the realization of the contract between the customer and nextbike or to fulfil any other legal duty. nextbike GmbH is obligated to use that data only in compliance with the provisions outlined in the German Data Protection Act (Bundesdatenschutzgesetz) and the General Data Protection Regulation (EU) 2016/679.

2) Nextbike GmbH 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 GmbH.

4) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at [www.styrochstall.se](http://www.styrochstall.se))

#### **§19 Further Provisions**

This contract and any dispute arising under or in connection with it shall be governed by and construed in accordance with the laws of Sweden. Any dispute arising out of this contract shall be dealt with by the Competent Courts according to Swedish applicable procedural rules.

Service Hotline: +46 31 767 94 38

**E-mail: [styrochstall@nextbike.com](mailto:styrochstall@nextbike.com)**