

## General Terms and Conditions (GTC) for Bike Sharing Systems Operated by nextbike GmbH

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

- 1) nextbike GmbH (“provider”) rents bicycles, cargobikes and e-bikes to registered customers (“customer”) in different cities (“operation area”) as far as the products and services are available. This 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) The contracts are concluded in the Italian language. In the event of contradictions between the Italian and English versions of the General Terms and Conditions, the Italian version shall prevail.
- 3) An overview of individual bike locations may be viewed online at [www.nextbike.it](http://www.nextbike.it). 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 (“application”) is possible either via smartphone app or website, (or, if mentioned on the websites of certain operation areas at a rental terminal, by telephone or in person directly at a cooperation partner’s location). In order to become a registered customer, the applicant must be 18 years of age at the time when the application is approved. Exceptions from this regulation will be mentioned on the websites of the respective operation areas.
- 2) Following receipt of all relevant personal data the provider decides whether or not to accept and approve the framework contract with the applicant. 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. Following successful registration, a framework contract between nextbike and the customer is concluded and a customer account is created for the customer. The framework agreement is concluded for an indefinite period.
- 3) Upon registration, the customer 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) Registration is free of charge for applicants via smartphone, internet, rental terminal or personally at cooperation partners. The provider charges a fee for registration made by telephone according to the [price list](#). For rentals, a valid

means of payment must be provided prior to the time of rental. For verification the provider will charge an amount of 1 € which will be added to one’s credit balance and cleared with future rental/service fees.

- 6) The customer is obliged to inform nextbike GmbH 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, etc.).

### §3 Duration of Rental

- 1) Rentals and returns are possible via smartphone app (or, if mentioned on the websites of certain operation areas at a rental terminal, by telephone or in person directly at a cooperation partner’s location).
- 2) The chargeable rental period of a bike with automatic lock (“frame lock” or “fork lock”) when the lock mechanism receives the command to open the lock and this process has been initiated by the customer by confirming the start of the rent. For bikes with code locks the rental period begins with the provision of the code for the bicycle lock by nextbike GmbH to the customer. The mode of operation of the different types of locks and further information on the rental process can be found at [www.nextbike.it/en/bergamo/information/](http://www.nextbike.it/en/bergamo/information/). If the lock does not open or cannot be opened after the start of the rental period, the customer must inform nextbike and the rental process will be cancelled. If the customer culpably fails to notify nextbike, the rental continues and the customer remains obliged to pay the rental fee.
- 3) To return the bicycle, the customer shall leave the bicycle at a permissible return location (cf. § 8 para. 1-3) and notify the provider of the intention to terminate the rental (in accordance with the formal requirement pursuant to § 8 para. 4). The return process is completed as soon as the customer has received the return confirmation from nextbike GmbH. This ends the rental period and the calculation of travel costs for the customer. In the event of problems, the customer service must be informed immediately via the service hotline. The obligation to pay the rent ends only with the completion of the rental process, unless the rental process could not be completed for reasons for which the customer is not responsible.

### §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 GmbH.

### §5 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
  - c) by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit),

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- 2) 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 driver 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 one's own risk and nextbike advises the user not to use the bike in such conditions.
  - 3) The customer is obliged to obey all road and traffic laws and regulations.
  - 4) Freehand ("no-hands") operation of the bike is not allowed at any time.
  - 5) 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. Cargobikes contain labels about their respective payload. These specifications must be observed during use.
  - 6) Unauthorized modifications or alterations to the rental bike are not allowed.
  - 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.
  - 9) If a customer leaves to bikes 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 older than 18 years.
- i) in buildings, backyards/ courtyards or within any type of vehicles at any time.
  - j) On guiding plates for the blind
  - k) At or in front of post boxes
  - l) in front of doors or gates or in their swivel range
  - m) in or in front of driveways
- 3) The client shall be allowed to park the bikes on private property only once allowed to do so by any person/s having the authority to grant such permission
  - 4) 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.nextbike.it/en/faq](http://www.nextbike.it/en/faq)
  - 5) Failure to comply will result in the charging of a contractual penalty of 20,00 Euro. nextbike GmbH expressly reserves the right to assert claims for damages in excess of the contractual penalty.

### §8 Returning of Rental Bikes

- 1) 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.
- 2) The bike must be returned so that it is clearly visible at one of the locations published online (or in the app) or stations 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 online, via telephone or by using the smartphone app, the rental terminal or the bike computer.
- 3) In cities using a Flex zone, which are visible in the map using smartphone or desktop website, the bike can be returned to a public location according to the description on the website of the respective system in compliance with the provisions of § 7 paras. 1-4.
- 4) The customer is obliged to lock the bicycle with the lock provided (the functioning of the different types of locks and further information on the return process can be found at <https://www.nextbike.it/en/information/>) and to inform nextbike GmbH about the return 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 inform that will assist in the successful return of the rental bike). Where the is returned automatically by locking it or via bike computer, the customer has to check within the app or at the bike computer if the return was successful.
- 5) Should the customer, due to his/her own fault, not return the bike at a defined area as described in paragraph 1 to 3, provide false information or forget to return the bicycle entirely, a service fee (contractual penalty) will be charged by nextbike GmbH

### §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) If there is an obvious defect or impairment of functionality that may be reasonably determined to make the bike unsafe for traffic use at the beginning of the rental, or if such a defect or impairment occurs during use, the customer is obliged 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) If the bike is found without its lock, the customer is obliged to contact the customer service.

### §7 Parking of the Rental Bikes

- 1) The bicycle must be parked in plain sight. The customer is obliged to follow road traffic regulations 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) 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 thereby reduced to a width of less 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

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to the customer in accordance with the current price list as published at <https://www.nextbike.it/en/prices/>

### §9 nextbike GmbH Liabilities

- 1) nextbike GmbH shall only be liable to the customer in cases of intent or gross negligence on behalf of nextbike GmbH, a representative or a vicarious agent in accordance with the statutory provisions. In all other respects, nextbike GmbH shall only be liable for injury to life, limb or health, insofar as nextbike has fraudulently concealed a defect or assumed a guarantee, or for claims arising from mandatory statutory liability.
- 2) In the event of slight negligence or the culpable breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations are obligations that make the proper performance of the rental contract possible in the first place and on whose compliance the participant customer regularly relies and may rely.
- 3) In all other respects, the liability of nextbike GmbH is excluded.
- 4) The above limitations of liability also apply to the personal liability of nextbike's employees and representatives.

### §10 Customer Liabilities

- 1) Use of services provided by nextbike GmbH 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 GmbH's liability insurer against a customer remain unaffected.
- 2) If the bicycle is stolen during the rental period, the customer must report the theft immediately to nextbike via telephone.

### §11 Customer Obligations in Case of Accident

nextbike GmbH must be informed of accidents immediately 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 police immediately. Failure to do so on the part of the customer shall result in the customer being liable for damages incurred by nextbike GmbH 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 GmbH 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 come to a terminate 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 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 GmbH 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 GmbH of this fact immediately.

### §14 Fees, Prices and Calculations

- 1) Depending on the choice of tariff, the provider is entitled to charge rental fees on a regular basis.
- 2) The customer undertakes to pay the respective rent. This is the total price, which includes the respective statutory value added tax. The rent is due upon termination of the rental contract. Rental fees are to be taken from the current price list (available at [www.nextbike.it/en/bergamo/prices/](http://www.nextbike.it/en/bergamo/prices/)) or the nextbike-App.
- 3) 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. Detailed information on special tariffs and their notice periods can be found at [www.nextbike.it/en/bergamo/prices/](http://www.nextbike.it/en/bergamo/prices/).
- 4) If the customer terminates his customer account (cf. § 17 para. 1), the special tariff booked for this customer account shall be automatically terminated at the next possible time. The right to extraordinary termination remains unaffected.
- 5) Cancellation of special rate agreements does not result in the automatic deactivation of a customer account with nextbike GmbH. Should the customer wish to deactivate an account, this may be done either online at [www.nextbike.it](http://www.nextbike.it) or by providing written notification to nextbike GmbH, Erich-Zeigner-Allee 69-73, 04229 Leipzig, Germany or via Email to [bergamo@nextbike.it](mailto:bergamo@nextbike.it).

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### §15 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means by means of one of the payment methods offered by nextbike. The customer may change their preferred method of payment at any time.
- 2) When using third-party payment services, the terms and conditions of the respective provider may apply in addition to these GTC. If applicable, a user account must first be opened with third parties in order to use these payment services. nextbike is not responsible for these payment services and does not offer them itself.
- 3) Additional fees may arise when using third-party payment services. The payment service provider shall inform the customer of these. nextbike's obligation to provide a common and reasonable free payment option in accordance with § 312a para. 4 BGB remains unaffected.
- 4) 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 GmbH will charge the customer with the additional expenses incurred in accordance with the current price list published at [www.nextbike.it/en/bergamo/prices/](http://www.nextbike.it/en/bergamo/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 GmbH may amount to but not exceed the actual expenses incurred.
- 5) 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.
- 6) If the payment is delayed for at least to months or 15 €, nextbike GmbH is authorized to demand the entire claim and to discontinue its service until the customer meets his/her obligations.
- 7) nextbike operates the bicycle rental system on behalf of ATB Mobilità SpA (ATB), with registered office in Bergamo in via Monte Gleno 13. The claims arising from the present contractual relationship have already been assigned by nextbike to ATB in advance. Payment by the customer shall be made to ATB using the payment method selectable in the customer account. nextbike shall continue to be responsible for general customer enquiries, complaints, etc. according to this terms and conditions.

### §16 Billing, Rental Lists, Controlling

- 1) The provider invoices its customers according to the current rate and price list as available at [www.nextbike.it](http://www.nextbike.it). Finalized rental processes (including costs and time periods) may be viewed by the customer in their account at [www.nextbike.it](http://www.nextbike.it) 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 GmbH 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 GmbH within 30 days of receipt of the invoice. Customer rights following 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

- 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 their customer account either online at [www.nextbike.it](http://www.nextbike.it) or by means of written notification sent to nextbike GmbH. Written termination notices are to be sent to: nextbike GmbH, Erich-Zeigner-Allee 69-73, 04229 Leipzig, Germany; or via email to: [bergamo@nextbike.it](mailto:bergamo@nextbike.it).
- 2) Special rates (e.g. Annual rate) are linked to specific contractual periods. Conditions for termination of special rates are specified in §14 para. 3. Upon termination of a special rate, the customer card may be returned to nextbike GmbH at Erich-Zeigner-Allee 69-73, 04229 Leipzig, Germany.

### § 18 Amendment of the General Terms and Conditions, adjustment of fees

Amendments to these General Terms and Conditions are only permissible insofar as this does not fundamentally alter the contractual structure, in particular the equivalence ratio of performance and consideration is not shifted to the disadvantage of the customer. This shall be admissible in particular in the event of a subsequent occurrence of a regulatory gap or disturbance of the equivalence ratio, e.g. due to changes in the legal situation, jurisdiction or market conditions or due to new technical developments. nextbike reserves the right to adjust the price lists. This adjustment shall be made at the justified discretion of nextbike and shall only be possible if and insofar as verifiable cost increases have taken place in the fee segments relevant to nextbike (in particular insurance costs, financing costs, procurement costs, personnel costs, tax, maintenance and cleaning, etc.) compared to the prices at the conclusion of the contract or at the time of the last adjustment. The price change takes place within the scope of and to compensate for the corresponding cost increases. The customer shall be notified of changes to the GTC and prices in text form or by e-mail at least six weeks before the change. The changes are considered approved if the customer does not raise an objection to nextbike in text form or by e-mail within one month of notification. nextbike will specifically draw the customer's attention to this legal consequence when announcing the changes. If the customer does not exercise this right, the contract will be continued under the changed conditions or prices. If the customer objects, each party has the right to terminate the contract with a notice period of ten days by e-mail or in text form.

### §19 Privacy Policy

- 1) nextbike GmbH 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 GmbH is obligated to use that data only in compliance with the provisions set forth in the Italian Data Protection Act and the General Data Protection Regulation.
- 2) 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.
- 3) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at [www.nextbike.it/en/privacy/](http://www.nextbike.it/en/privacy/)).

## §20 Further Provisions

- 1) Italian law applies and takes precedence.
- 2) Verbal auxiliary agreements do not exist.
- 3) nextbike will not participate in a dispute resolution procedure at a consumer arbitration board within the meaning of the Consumer Dispute Resolution Act (VSBG) and is not obliged to do so.
- 4) The European Commission has established a European Online Dispute Resolution Platform at

<http://ec.europa.eu/consumers/odr/>. Consumers can use the online dispute resolution platform for the out-of-court settlement of disputes arising from sales or service contracts concluded online.