

General Terms and Conditions for the TIER Bike Rental System Contract for the bike sharing service at the Municipality of Bergamo General conditions of access and use

§ 1 Scope and object of these General Terms and Conditions

TIER Mobility SE (hereinafter bidder or TIER), which operates internationally for the rental of bicycles in different European cities, has obtained from the Municipality of Bergamo and limited to the territory of this Municipality the management of the flexible bikesharing service (hereinafter "La BiGi Bergamo Project") based on the use of "smart" bicycles both traditional and pedal assisted equipped with an on-board interface communicating with the central control system; (hereinafter "bicycles").

The system allows the Customer, within the limits of these General Conditions, to pick up the bicycles at both physical and virtual stations referred to in point 3 below to use them according to these General Conditions, with the obligation to return within the maximum agreed term and the right to return them also at a Station other than the one of collection or in any case outside the physical or virtual cycle stations, in compliance with the rules of the Highway Code and parking regulations (hereinafter "the service").

These General Terms and Conditions govern the relationship between the provider and the Customer with regard to registration (framework contract and opening of an account/customer) as well as the conclusion of individual bicycle rental contracts within the framework of the La BiGi Bergamo Project. In paragraphs 1. to 8. the rights and obligations relating to the use and rental of bicycles are regulated; paragraphs 9. to 19. regulate the commercial relationship between TIER, as operator of bicycle rental systems, and the Customer.

The contracts are concluded in Italian.

On the website of the [nextbike.it/bergamo](https://www.nextbike.it/bergamo) and you will find an overview of the individual locations and spaces for use of bicycles.

§ 2 Registration and confirmation

1) Access to the service is subject to specific prior registration: acceptance of the General Conditions, to be carried out through appropriate acceptance of the same and acknowledgment of the Privacy Policy brought to the attention of the Customer and made available to him during the registration process.

If the Customer, as part of his registration, were to proceed with the conclusion of bicycle rental contracts within the framework of other projects managed by TIER in other cities, these contracts may be subject to other contractual and economic conditions.

The Customer declares to know and accept without reservation, all the provisions and clauses relating to the rental service indicated herein and to accept, without conditions, the prescriptions and clauses contained in these regulations. The use of the rental system implies tacit acceptance of all conditions of use.

2) The registration request (hereinafter "request") can be made through a special APP downloadable on smartphones or by connecting to the website (www.nextbike.it/bergamo), OR even at the rental station, or by telephone at +390350365451

3) Registration is not allowed for persons under the age of 18 .

4) After the Customer has submitted his/her personal data, TIER is free to conclude the framework contract with the Customer. The acceptance of the request takes place by notification of the activation of the service, which can be sent by e-mail, orally, by telephone, in writing, or at the rental station. Upon conclusion of the framework contract, which is for an indefinite period, the customer receives an account/customer ("Account").

5) At the time of registration, the Customer receives an identification number (PIN) through which he can access the APP on his smartphone and his online Account and conclude the rental contract at the cycle station. Information on the use and functionality of the service, the rates, are made known through publication on the www.nextbike.it/bergamo website and in the smartphone APP.

6) Registration in all cases is free. Registration by telephone is subject to payment of the rate indicated in the price list. A valid means of payment must be provided at the time of registration. For the verification of the validity a cost of € 1.00 is charged, which is credited to the account / customer and deducted from the sum due for the rental.

7) The Customer is obliged to immediately inform TIER of changes to his personal data and those necessary for billing (bank account, credit card details, etc.).

§ 3 Start and duration of the rental agreement

1) The rental and return of the bicycle are possible through the APP on smartphones and, where expressly indicated in the individual spaces of use, at the rental cycle station, personally through TIER partners, or by telephone by calling the number +390350365451.

2) The rental of the bicycle for a fee begins for cycles with automatic lock when the locking mechanism receives the order to open the lock and the Customer has received confirmation of the start of the rental. For bicycles with an open numeric code, the rental begins when TIER communicates the unlock code to the Customer. The operation of the different types of rental procedures and further information about them can be found at the following link: <https://www.nextbike.it/en/bergamo/information/> The Customer must inform TIER if the locking mechanism does not open and in this case the rental is interrupted. If the Customer does

not make the communication to TIER culpably, the rental is considered in progress and the Customer will be required to pay the fee due.

- 3) The Customer must return the bicycle to the permitted places in accordance with the provisions of paragraph 8 letters 1-3) and lock the bicycle as provided for in paragraph 8 letter 2).

The return procedure is considered concluded as soon as the Customer receives confirmation of return from TIER. From that moment the rental ends and the cost of the rental stops. In case of problems for the return, the Customer must immediately inform TIER via the hotline service available at +390350365451. The obligation to pay the fee ceases at the end of the rental contract, unless the rental procedure can be concluded due to the fact and fault of the Customer.

§ 4 Restrictions on use

Each customer can rent through the use of their data, simultaneously up to a maximum of 4 bicycles (any limitations in this regard, are shown on the internet pages of the individual areas of use). A case-by-case agreement can be concluded with TIER depending on the availability of bicycles.

§ 5 Terms of Use

- 1) Rental bicycles cannot be used:
- a) persons under the age of 18 (unless accompanied by an adult);
 - b) for the carriage of passengers, in particular small children, with the exception of bicycles with child seats for the carriage of children over seven years of age; In this case, children must be fastened with the seat belt supplied and must have worn and fastened a safety helmet. The use of the bicycle with child seat does not involve any processing by TIER of the minor's personal data;
 - c) per travel outside the Municipality of Bergamo, unless authorized in writing by TIER and in any case can not be transported by any means;
 - d) to be sub-rented;
 - e) if the driver is intoxicated or under the influence of drugs or sedatives;
 - f) in case of strong wind and storm or in the presence of other adverse weather conditions or that could compromise the safety of use, the use of the bicycle is at the risk of the Customer. TIER in any case does not recommend the use of bicycles in case of adverse weather conditions. It must be taken into account that the presence of advertising signs on the bicycle could contribute to activating a dangerous "sail effect" in case of bad weather;
 - g) The Customer is required to comply with the rules of the Highway Code, and subsequent amendments and additions, of the relative Implementing Regulations (Legislative Decree no. 285/1992, Presidential Decree no. 495/1992) as well as any public regulation governing circulation by bicycle, and of these general conditions. In any case, the bicycle must be driven in compliance with the rules of prudence, diligence and in respect of the rights of others;
 - h) bicycles should never be ridden without resting your hands on the handlebars;
 - i) improper use of the basket is not allowed and in any case for the transport of objects weighing more than 5 kg.; the Customer must ensure that the objects transported have been correctly secured with the means of retention present or with others available;
 - j) It is forbidden to carry out or have carried out interventions or modifications to the rental bicycle or to secure it with a padlock other than the one supplied;
 - k) after receipt of the confirmation of return of the rental bicycle, the Customer can no longer use the vehicle. In order to use the bike again, a new rental agreement must be concluded;
 - l) the Customer is not authorized to change the lock code and the combination nor can it pass it on to third parties;
 - m) if the Customer makes the bicycle available to third parties, he must ensure that the third party complies with the rules of these general conditions. The conduct of the third party is considered as if it had been held by the Customer who is liable to TIER for any act and/or omission of the third party.
- 2) In case of violation of the above prohibitions, the TIER will have the right to terminate the framework contract and the rental contract pursuant to and for the purposes of art. 1456 c.c. by simple written communication to the Customer, always without prejudice to the application of penalties provided for individual cases of violation. In case of termination, the Customer to use the rental service again, must renew his membership.

§ 6 Status of rental bicycles

Before renting, the Customer must be aware of the general functioning of the rented bicycle. The Customer is required to check the functionality of the brakes and all removable elements of the bicycle at the time of collection and can use it only if suitable for use. The Customer must immediately inform TIER if at the beginning of the rental he finds functional anomalies, deficiencies or obvious alterations of the rental bike and must immediately stop use. If there are anomalies before the start of the trip but after the rental, the rental is immediately interrupted by TIER. The Customer undertakes to report to TIER by email to the bergamo@nextbike.it address or to the telephone number +390350365451 any damage to the vehicle suffered during its use.

The Customer undertakes to correspond to the TIER, once the necessary investigations have been carried out, the amount necessary for the total restoration of the bicycle damaged or destroyed by accident and / or breakage during its use.

§ 7 Return and parking of rental bicycles

- 1) The rental bike must be parked in a clearly visible way.
The Customer undertakes to comply with the rules of the Highway Code and to ensure that the bicycle does not compromise road safety, that it does not hinder the circulation of other vehicles and that it does not cause damage to other vehicles or objects. In any case, for parking the stand integrated into the rental bicycle must be used, or the bicycle must be hooked in the appropriate stall of the cycle station.
- 2) In the case of relocation of the bicycle outside a physical cycle station (with a special rack) or outside a virtual cycle station, identified with a special totem, the Customer must strictly comply with the rules of the Highway Code, as well as the implementing regulations and traffic ordinances of the Municipality of Bergamo, in compliance with all the rules in force regarding parking.
- 3) More specifically, rental bicycles cannot be parked:
 - a) at traffic lights
 - b) at automatic car parks or parking meters
 - c) near road signs, CA
 - d) on the sidewalks
 - e) in front of and on the access roads to the emergency room and fire station
 - f) If the bike hides an advertising logo of a commercial activity
 - g) if it obstructs the fences of private houses or other installations
 - h) on platforms used to load bus and train passengers
 - i) inside buildings, inner courtyards, means of transport or boats
 - j) in guidance systems for the blind
 - k) in front of mailboxes
 - l) in front of gates or gates and in the area occupied by their opening radius
 - m) inside or in front of entrances
- 4) Rented bicycles can only be parked on public land.
- 5) The bicycle must be closed correctly and safely, even if the customer has parked it only temporarily. In the FAQ published on the <https://www.nextbike.it/en/bergamo/faq/> website you can find more information about this.
- 6) Pedal-assisted bicycles can only be returned at charging stations. In case of culpable violation of paragraphs 1 to 6 above, the Customer undertakes to pay a contractual penalty of € 20.00 for each violation committed. The exercise of the right to compensation for greater damage is expressly reserved to TIER.
- 7) The bicycle can also be parked without interrupting the rental by activating the parking mode on the APP and subsequently blocking the vehicle; To reactivate the service, simply disable the block.

§ 8 Return of bicycles

- 1) The return of rental bicycles must take place within the Municipality of Bergamo, both at the virtual or physical cycle stations, as published on the website or in the APP, or even outside them in the appropriate flexzones in compliance with the parking terms provided for by the rules of the Highway Code as well as the related implementing regulations and the traffic ordinances of the Municipality of Bergamo and the provisions referred to in paragraph 7 above. The return can also take place in the cc.dd. "flexzone" consisting of specific routes marked in the service map and marked by the APP; It is not allowed to return bicycles outside the stations, flexzones or on private land. Pedal assisted bicycles can only be parked at specially equipped charging stations in order to allow them to be recharged. For the return of bicycles flexibly within the flexzones there is an extra cost of € 0.50.
- 2) The Customer must use the automatic locking system supplied on the bicycles (the operation of the various types of closure and the procedures for returning the bicycle can be consulted at the following link: <https://www.nextbike.it/en/bergamo/information/> and inform TIER about the end of the rental by telephone, via the internet, through the APP of the smartphone, at the rental terminal, indicating their exact position (the name of the cycle station or the number of the same, or the GPS position, the indication of the road, etc.), or if the return takes place automatically after closing the padlock, by accessing the appropriate APP of the smartphone.
- 3) If the Customer has through his fault terminated the rental of the bicycle without respecting the procedures provided for in the previous paragraphs, or has provided false information about the place of return, or still forgets to close the bicycle, a penalty will be applied based on the published rate and available on the internet at the following link: <https://www.nextbike.it/en/bergamo/prices/>.

§ 9 Liability of TIER

TIER assumes no liability to the Customer or third parties for accidents or damages, direct or indirect, that occur during the rental period, unless they were caused by gross negligence or wilful misconduct on the part of TIER. Likewise, TIER is not liable for direct or indirect damages resulting from any technical defects. The Customer is entitled to a replacement vehicle in the case of a subscription lasting more than one week, only if the repair has become necessary due to a defect not attributable to incorrect or improper use of

the bicycle or to an accident caused by the Customer or theft. The aforementioned limitations of liability also apply to TIER personnel and bodies.

§ 10 Liability of the Customer

- 1) The use of the bicycle is at the risk of the customer. The Customer is responsible for damages caused by the same to third parties (including children transported with bicycles equipped with child seats and / or to things and / or animals) as well as to himself and / or to things and / or animals owned by him, as a result or as a result of the use of the bicycle for facts attributable to the Customer himself or to third parties to whom he has transferred the bicycle. During the rental the Customer does not enjoy any form of insurance from TIER and the bicycle is not covered by liability insurance; therefore, the Customer is personally obliged to compensate all damages in the event of an accident that occurred through his fault.
- 2) In the event of theft of the bicycle, the Customer must immediately inform TIER (at the service number indicated on the bicycle or on the APP).
- 3) Without prejudice to the provisions of art. 20, in any event of loss, theft or damage to the Bicycle or even loss / unusability of the support (s) used to use the service, the Customer undertakes to report these facts as soon as possible to TIER, by contacting the infoline +390350365451
- 4) In the event of loss or theft of the bicycle, the Customer is also obliged to promptly report - in any case within the following 24 hours - to the Competent Authorities, subsequently sending a copy to TIER by e-mail to the bergamo@nextbike.it address
- 5) The Customer undertakes to indemnify TIER from any administrative pecuniary sanctions imposed during the use of the bicycle for infringements of the provisions of the Highway Code and/or the relative Implementing Regulations.

§ 11 Conduct in the event of a claim

Claims must be reported immediately by telephone to TIER. If the incident involves other persons or things besides the Customer, the latter is required to contact the competent local police bodies. If the Customer fails to comply with this obligation culpably, he will be liable to TIER for damages resulting from failure to comply with this obligation.

§ 12 Confidentiality of the Customer's personal data

- 1) The Customer must ensure that his personal data and in particular the Personal Password (PIN) are protected from unauthorized access by third parties.
- 2) TIER informs that none of its employees is authorized to request the Password.
- 3) The Customer can freely modify his access data. If the Customer becomes aware of any misuse in the use of his personal data, he will be obliged to notify TIER without delay.

§ 13 Calculations and fees

- 1) Depending on the rate chosen, TIER is entitled to collect the rental fees regularly.
- 2) The Customer undertakes to pay the rental fee. The fee is represented by the rental price in addition to the VAT required by law. The fee is due at the time of termination of the rental relationship. The rental fees and rates in force from time to time can be found on the TIER website at the following link: <https://www.nextbike.it/en/bergamo/prices/> and on the APP of the same.
- 3) Special rates such as annual, daily or monthly rates or any discount coupons are valid for each individual bike per rental and are personal and non-transferable. Detailed information on special rates or deadlines for withdrawal can be found at the following link: <https://www.nextbike.it/en/bergamo/prices/>
- 4) If the Customer closes his account (cf. § 17 paragraph 1) the special fee recorded for this account is automatically cancelled as soon as possible. TIER's right to withdraw from the contract for good cause remains unaffected; In this case too, special tariffs granted shall be deemed to have been withdrawn.
- 5) The cancellation of a special rate by the TIER does not entail the automatic cancellation of the Account in the name of the customer. If the Customer so wishes, he can always close his Account in accordance with paragraph 16 paragraph 1 of these General Terms and Conditions. This can be done online at www.nextbike.it/bergamo website or by written communication to be sent to TIER SE, Erich-Zeigner-Allee 69-73, D- 04229 Leipzig or by e-mail to bergamo@nextbike.it.

§ 14 Payments and late payments

- 1) The Customer is obliged to pay the sums due through the use of a means of payment accepted by TIER. The Customer has the right at any time to modify the means of payment linked to his Account.
- 2) TIER manages the bicycle rental system on behalf of ATB MOBILITA' S.P.A - joint-stock company Registered Office - Bergamo (BG), via Monte Gleno, 13 CAP 24125 (ATB). The claims arising from this contractual relationship have already been assigned in advance by TIER to ATB. Payment by the customer must be made to ATB using the payment method selectable in the customer's account. TIER will continue to be responsible for general customer requests, complaints, etc.
- 3) In the case of the use of third-party means of payment, the conditions applied may be additional to these general conditions. It will be possible to open an additional account in the name of the user if it is necessary in order to use these payment services. TIER is not responsible for payment services and does not offer them directly.
The use of third-party payment services may result in additional charges, which will be communicated by the service provider.

- 4) If direct debit is not possible due to lack of the necessary account coverage, or for reasons attributable to the Customer, TIER will charge the additional costs due to administrative delays to the Customer according to the rates available on the internet at the following link <https://www.nextbike.it/en/bergamo/prices/> unless the Customer is able to prove that the damage was minor. In individual cases, if the Customer cannot prove the lesser extent of the damage, TIER may assert its claim up to the amount actually due for the additional charge procured.
- 5) If payment by the Customer is not made within the due date, the Customer will be required to pay interest at the rate on late payment provided by the European Central Bank, increased by 5 percentage points. Similarly, additional costs may also be charged for formal notice.
- 6) If the Customer is in default of payment for a period of not less than two months or the sum of at least € 15.00, TIER is entitled to immediately expire all claims against the Customer and to block all services until the customer settles his debt.
- 7) TIER carries out the activity of bicycle rental on behalf of ATB Mobilità SpA ("ATB"), with registered office in Bergamo, Via Gleno 13. The rights arising from this contractual relationship have been assigned by TIER to ATB in advance. Payments by Customers may be made to ATB using the payment methods selected in the Customer's Account. However, TIER will continue to be responsible for all requests, complaints etc. of the Customer in accordance with these General Terms and Conditions.

§ 15 Invoicing, reporting and controls

- 1) TIER charges the Customer the fees according to the price list published on the internet at the link: <https://www.nextbike.it/en/bergamo/prices/>
The completed rental procedures, including indications of time, cost, as well as all rental contracts and also transactions and service fees for non-compliant use of the bicycle can be consulted by the Customer on the Customer's account at the <http://www.nextbike.it/bergamo> and in the APP.
To this are added all costs and charges due for services not automatically charged such as penalties and / or costs caused by breach of contract by the Customer or fees for special services. In this are listed all rental contracts and also transactions service fees for improper use of the bicycle.
- 2) You are charged automatically. TIER reserves the right, however, to ask the Customer by written or telephone communication to pay the amounts due.
- 3) Objections to the charges may be made in writing within 30 days after the debit. Complaints will not be taken into consideration, even if well-founded, received after 30 days. Requests for reimbursement by the Customer are credited to the Customer's account and offset against any amounts due later, unless the Customer communicates another instruction for reimbursement. Refunds are usually made to the payment method (credit card) initially used for access to the rental service.

§ 16 Withdrawal

- 1) Both parties may withdraw from the framework contract (Account) at any time subject to a period of two weeks. The Customer's right, if a consumer and if the contract is concluded at a distance, to withdraw without giving reasons pursuant to art. 52 et seq. Legislative Decree 206/05 within 14 days after the conclusion of the framework contract or rental contract; withdrawal in this case is permitted when the customer has concluded a monthly or annual subscription contract; the amount paid for the rental will be refunded to the Customer at no cost to the latter, using the same payment method used by the Customer for registration to the service. The above does not apply to the extent that the contract has been executed within the 14 days provided for the exercise of the withdrawal with the express consent of the customer. The Customer will be entitled to reimbursement of the sum exceeding the proportional cost compared to the total cost agreed, depending on the days of use of the bicycle until the date on which he informed TIER of the exercise of the right of withdrawal. The right to withdrawal without respecting a notice period for serious reasons remains unaffected. The Customer may withdraw from his customer account on the Internet at the <https://www.nextbike.it/en/bergamo/> site or by written notice. Written communication should be addressed to: TIER SE, Erich-Zeigner-Allee 69-73, D-04229 Leipzig or by e-mail to the following address: bergamo@nextbike.it.
- 2) Special rates such as annual rates are valid for a limited period. The conditions for exercising the right of withdrawal for special rates can be found in paragraph 13.5).

§ 17 Modification of the General Terms and Conditions and adjustment of tariffs

TIER reserves the right to modify these General Terms and Conditions relating to the use of the bicycle rental service, provided that the balance between the services rendered by TIER and the counter-services requested from the Customer is not altered to the Customer's disadvantage. In particular changes are permitted in the event of legislative changes, by jurisprudence or as a result of changed market conditions, as well as where the aforementioned equilibrium relationship is altered. TIER reserves the right to change rates. Such a change is only possible if demonstrable increases in costs relevant to TIER (such as insurance, financing, purchase or personnel costs, tax charges or maintenance and cleaning) have occurred. Changes to the tariffs and the General Conditions of Contract are made known to the Customer by written communication or by e-mail with a notice of at least six weeks before the date of commencement of the change. The changes are considered effective, subject to publication on the TIER website, after 30 days from the date of their communication to the Customer. The use of the rental service, after 30 days from the communication, implies the application of the new General Conditions of Contract; within this period, the Customer may withdraw from the contracts pursuant to and in the manner provided for in art. 16.

§ 18 Data protection

- 1) In accordance with current legislation, personal data are collected, processed and stored for the purpose of registering the Customer and allowing the activation of the rental service as well as being able to make subsequent communications and for the other purposes provided for by law. TIER undertakes to use the Customer's personal data exclusively in compliance with the applicable statutory data protection provisions;

- 2) Personal data relating to payments will be communicated to the subjects delegated to carry out the accounting and tax activities necessary for these obligations; under no circumstances will they be disclosed and after registration they will no longer be visible to TIER employees.
- 3) Bicycles can be equipped with a geolocation system (tracking) that allows you to determine the position at any time. This data is used exclusively for the purposes permitted by law.
- 4) The data controller is: TIER SE, Erich-Zeigner-Allee 69-73, D-04229 Leipzig to which the Customer can contact to assert his rights under the aforementioned legal provisions. The data controller is: Spirit Legal Fuhrmann Hense Partnerschaft von Rechtsanwälten, Lawyer and Data Protection Officer: Peter Hense, postal address: Data Protection Officer c/o TIER SE, Erich-Zeigner-Allee 69 - 73, D-04229 Leipzig.
- 5) Further information on the processing and processing of personal data can be found in the provisions on the protection of personal data published on the website of the following link <https://www.nextbike.it/en/bergamo/privacy/>.
- 6) The Customer can exercise the rights referred to in the General Regulation for the Protection of Personal Data EU n. 619/2016 and the contents of Law 196/2003 and subsequent updates, such as cancellation, transformation into anonymous form, blocking of data processed in violation of the law, integration, updating of data etc.

§ 19 Place of jurisdiction and applicable law

- 1) Italian law is applicable; For any dispute, the court provided for by current laws is applicable.
- 2) In the event of a dispute, the application of Law no. 162/2014 on mandatory assisted negotiation remains unaffected, where payment is required for any reason of sums for an amount not exceeding € 50,000.00 and not concerning disputes subject to the discipline of the so-called " mandatory mediation".
- 3) TIER is not required to participate in a mediation or alternative dispute resolution procedure before consumer protection bodies