

General Terms and Conditions (GTC) for Bike Sharing Systems

Operated by nextbike UK Ltd (nextbike)

GTCs | valid as of: July 2018

The following general terms and conditions are valid for the use of rental bikes offered by nextbike. Paragraphs §1 – §8 of our terms and conditions determine the rights and obligations for the use and rental of bikes. Paragraphs §9 – §19 regulate the business relationship between nextbike as operator of the rental system and its customers.

§1 Jurisdiction of the Terms and Conditions (GTCs)

- 1) nextbike (“provider”) rents bicycles and e-bikes to registered customers (“customer”) as far as the products and services are available.
- 2) The general terms and conditions apply to and include usage of the nextbike brands: nextbike UK, Santander Cycles MK in Milton Keynes, Deezer nextbike in Berlin, swa Rad in Augsburg, NorisBike in Nuremberg, metropolradruhr in the Ruhr Valley, PotsdamRad in Potsdam, Fächerrad in Karlsruhe, szbike in Dresden, VRNnextbike in the Rhein-Neckar region, KVB-Rad in Cologne, TINK Norderstedt and e-bike stations in the Stuttgart region. For nextbike systems in countries other than the United Kingdom / nextbike brands, the terms and conditions of the applicable partners apply. The above list is by no means exhaustive and these terms and conditions shall be applicable to any nextbike system not explicitly mentioned.
- 3) Rentals and returns are possible either by telephone, online, via smartphone app, at a rental terminal, using the bike computer or in person directly at a cooperation partner’s location.
- 4) 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, 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. An exception applies for Bath and Stirling: Underage customers between 16 and 18 years of age are now permitted to open an account with the written consent of a parent or legal guardian. In which case, the parent/legal guardian is consenting to claim joint-liability regarding any case of a contractual breach between the customer and nextbike.

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 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 and bike computers.

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 www.nextbike.co.uk If the customer wants to rent bikes from different brands as registered, the customer will be informed about the local divergent rates and GTCs.

6) 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 subject to fees, 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 fees (except for Bath, Stirling, Warwick and Santander Cycles MK schemes). 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.

7) 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).

§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) or a member of a partner which nextbike has agreed to make an exception for (e.g. Bath and Stirling).
- b) to carry other persons in particular young children
- c) to transport flammable, explosive, toxic or dangerous materials or substances.
- d) for journeys outside of Germany without written consent from nextbike ,
- e) for hiring to third parties,
- f) to participate in bicycle races or bicycle test events without the prior, written consent of Nextbike.
- g) for hiring to third parties,
- h) by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit),

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 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.

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

5) Unauthorized modifications or alterations to the rental bike 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 tampering of the lock has taken place a penalty of £5.00 shall be applied to the customer in questions account.

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.

§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 the availability of rental bikes are possible upon approval by nextbike.

§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 or upon automatic unlocking of the fork lock.

2) The customer has to inform the provider 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. Customer service must be informed about any problems via the service hotline immediately. Notification at a later time will result in any associated recourse claims are deemed to be 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 a roadworthy and safe condition. In particular, safety relevant screw and component fixation, 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 and the secureness and condition of the cell phone holder (If applicable) 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 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 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

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 in 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: <https://www.nextbike.co.uk/en/information/>.

4) The client shall not be allowed to park the bikes permanently in parks /green spaces or on private property. The client 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

5) 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 at <https://www.nextbike.co.uk/en/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.

§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.

4) 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 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, the customer has to check within the app if the return was successful.

5) The customer must be able to provide this information to nextbike upon request for a period of 48 hours following the rental period.

6) Should the customer 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 will be charged by nextbike to the customer in accordance with the current price list as published at <https://www.nextbike.co.uk/en/prices/>.

§9 nextbike UK Liabilities

1) The no-fault warranty liability of nextbike excludes any material deficiencies existing during the course of the rental agreement. Nextbike shall be liable to the customer in any case of malice intent or gross negligence demonstrated by nextbike, as well as by any representatives or agent in accordance with the statutory provisions of nextbike. Furthermore, nextbike is only liable for the violation of life, bodily health or 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. 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 cellphone holder, unless the damage was due to intentional or grossly negligent behaviour of nextbike. Other than the aforementioned stipulations, the liability of nextbike is excluded.

2) nextbike shall not be liable in cases of improper and/or unauthorized use of the bicycle in accordance with §3. Unless the damage was due to intentional or grossly negligent behavior of nextbike or the damage would have occurred independent of the improper/unauthorized use.

§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 liability insurer against a customer remain unaffected.

2) customer accepts liability from the moment of receiving the lock code until successful return (max. 48 hours) or the bike has been rented. If the customer causes damages due to any negligent behaviour or the bike is stolen because of such, the customer remains liable according to the costs for material and labour costs or recovery of stolen bikes to an amount up to but not exceeding 75 GBP (for e-bikes 150 GBP). This maximum 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 if the customer returns the bike outside of the respective operation area (Flex zone or station). In such cases, the amount of liability claims applicable shall be determined by the actual amount and real value of damage incurred

3) 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.

4) The customer will be informed immediately in case of any damage, nextbike shall bear the burden of proof in the case of proving this damage.

5) If the bicycle is stolen during the rental period, the customer must report the theft

immediately to nextbike and to the police. The bike identification number must be provided. Nextbike must be provided with the police department's file number immediately

§11 Customer Obligations in Case of Accident

Nextbike must be informed of accidents immediately. 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 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 come to a terminate in May 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 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.co.uk or by means of written notification sent to nextbike (info@nextbike.co.uk).

§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 services and bicycles.

2) The limitation of liability provided for in §10 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.co.uk/en/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.

3) The Annual rate is valid for 12 months following the order. The validity is automatically extended by one year, 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.co.uk or by providing written notification to nextbike UK Ltd - 1 Filament Walk SW18 4GQ, London, UK or via Email to (info@nextbike.co.uk).

§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 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 <https://www.nextbike.co.uk/en/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 6 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 15 GBP, 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) The provider invoices its customers according to the current rate and price list as available at www.nextbike.co.uk Finalized rental processes (including costs and time

periods) may be viewed by the customer in their account at www.nextbike.co.uk 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 UK 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 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.

§18 Termination and Deletion of Customer Information

1) Both contractual partners may properly terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The customer may de-activate their customer account either online at www.nextbike.co.uk or by means of written notification sent to nextbike. Written termination notices are to be sent to: notification to nextbike UK Ltd - 1 Filament Walk SW18 4GQ, London, UK or via Email to (info@nextbike.co.uk).

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 may be returned to nextbike UK Ltd - 1 Filament Walk SW18 4GQ, London, UK

§19 Privacy Policy

1) nextbike 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 is

obligated to use that data only in compliance with the provisions set forth in the General Data Protection Regulation (EU) 2016/679.

2) nextbike is entitled to disclose information about the customer to investigating authorities and to the necessary ex-tem, 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 pro-cessing of personal information may be viewed in our Privacy Policy (online at www.nextbike.co.uk/en/privatepolicy).

§20 Further Provisions

1) These terms and conditions and your use of the Nextbike services are governed by and construed in accordance with the laws of England and Wales.

2) Verbal auxiliary agreements do not exist.

3) Legal ineffectiveness of any part of these General Terms and Conditions does not affect the validity of the remainder of the document.

4) Should a provision of this GTC be or become ineffective or unfeasible, the validity of the remainder of the document and its provisions shall remain unaffected. A regular and valid provision which has the aim and purpose of the law with similar context shall be adopted in place of the invalid provision

Service Hotline: 020 8166 9851

Email: info@nextbike.co.uk

Internet: www.nextbike.co.uk