

The general terms and conditions are valid for the use of rental bikes offered by nextbike Ltd.

This includes NorisBike in Nuremberg, metropolradruhr in the Ruhr area, PotsdamRad in Potsdam, Leihradl in Austria, BalticBike in Latvia and UsedomRad on the Baltic island of Usedom.



§1 -§8 of our terms of condition determine the rights and duties for the user and the rentals of the rental bikes. Other paragraphs (§9 -§18) regulate the business relation between nextbike Ltd. and the customers, particularly the rental of bikes.

§1 Limit of rentals

Every customer can rent up to four bikes on one customer account. Individual arrangements are possible.

§2 Terms and conditions for using rental bikes

- 1) The rental bikes are not allowed to use
 - a) by persons who are younger than 16 years (except if accompanied by an adult)
 - b) to carry other persons in particular children
 - c) for journeys outside of Germany's borders (a written agreement by nextbike Ltd. is possible)
 - d) to transport flammable, explosive, toxic or dangerous materials
 - e) to participate at bicycle races or bicycle test events
 - f) for subletting
 - g) at strong wind or rough weather
 - h) under the influence of alcohol or drugs.
- 2) The customer is liable to attend to the road traffic regulations.
- 3) Freehand driving is not allowed.
- 4) It is not allowed to use the bicycle basket improperly or overload it (allowable load is 5 kg). Give attention to the correct fixation.
- 5) Unauthorized modifications or alterations are not allowed.
- 6) At unauthorized use the nextbike Ltd. can block the customer's membership.
- 7) After the receipt of the returning message the customer is not allowed to use the bike with the given rental-code again. To use the returned bike again it is necessary to activate a new rental process.

§3 Duration of the rental and liability

- 1) The chargeable rent of a bike will start with the information about the code for the bicycle lock by nextbike Ltd.
- 2) The customer will inform nextbike about the end of the rental according to paragraph §6. With this information the chargeable rent of the bike will end. The customer will receive a confirmation by phone or at the terminal.

§4 Condition of the rental bikes

- 1) The nextbike company is endeavoring to offer rental bikes in a roadworthy condition. Should a customer recognize that the bike is not intact, he/she is obtained to inform nextbike.
- 2) Before using a rental bike the customer needs to get familiar with the bike.
- 3) The customer is obtained to check the bike for a roadworthy condition (frame, air pressure, brake system, light).
- 4) In case the customer notices technical defects at the beginning or during the rental, he/she needs to give notice to the nextbike company and to stop the rental.

§5 Parking the rental bike

- 1) Park the bicycle noticeably. The customer is obtained to follow the road traffic regulations when parking. Furthermore, he/she needs to give attention that the bike doesn't affect road safety. If a bicycle stand of our company is available, it is necessary to park the bikes in the stand.
- 2) It is not allowed to park rental bikes
 - a) at traffic lights
 - b) at parking ticket machines or parking meters
 - c) at traffic signs
 - d) on walkways that are not wider than 1,50 meter
 - e) in the area of emergency exits
 - f) if the bike will cover local advertisements.
- 3) The rental bike needs to be locked when not in use, even if the customer leaves the bike just for a moment.
- 4) Contraventions will be charged with service fees according to the current price list (on webpage www.nextbike.de). In some cases nextbike will charge also official fees.
- 5) It is not allowed to park the bikes in houses, backyards or vehicles.

§6 Returning rental bikes

- 1) The bikes must be returned in the same city. Exceptions to this rule will be published at the rental station or on the bike and on www.nextbike.de.

- 2) Park the bike noticeably at one of our official rental locations. All current official rental locations are published on our webpage www.nextbike.de. The bike must be locked and the code for the lock needs to be the same code as from the beginning of the rental. The customer has to inform nextbike about the end of rent by phone or on the internet. The nextbike company needs to be informed about the official rental location (street name, house number or the number of the rental location).
- 3) The customer is obliged to remember the returning location at least for 48 hours after returning. This is necessary for optional questions of the nextbike company.
- 4) If the service team of the company cannot find the bike on the given rental point the provider will charge extra service fees (current price list on www.nextbike.de).

§7 Liability of nextbike, customer liability

- 1) The service of the nextbike company happens to the customers own risk. The customer takes full responsibility for damages caused by him/herself. This is also void for third party claims. This does not affect claims of compensation of the provider's liability insurance against customers.
- 2) The customer is liable from the moment of receiving the lock code until nextbike has checked the successfully returned rental bike or the bike has been rented by another customer. In case of recognized damage the customer will be informed by the nextbike company. The customer is not made liable for damages that the company did not inform the customer about in between 48 hours after the rental. The customer is liable for damages for a period of 48 hours after the rental time according to the specific material and labor costs up to the amount of 75 Euro. This is not void for damages caused by gross negligence or theft.
- 3) The customer is liable for all costs and damages that occur due to contraventions against the duty to cooperate explained in the above paragraphs.
- 4) The nextbike company is liable for intent and gross negligence towards their customers. For all culpably infringing contractual obligations (cardinal obligations) the company shall be liable only for the typical, i.e. foreseeable, damages. The nextbike company is not liable for damages of items transported with the bicycle in case of improper use. In other respects liability is excluded.
- 5) nextbike company shall not be liable in cases of improper and/ or unauthorized use of the bicycle according to §2. This is also void for unauthorized use.
- 6) If the bicycle is stolen during the rental period the customer must report the theft immediately to nextbike and to the police. The nextbike company must be informed of the police's transaction number.

§8 Accidents with rental bikes

- 1) In cases of accidents involving not only the user, but also third-party property or other persons, the customer is obliged to notify the accident both to the police and to the nextbike company, immediately.
- 2) In case of disregard the customer shall be liable for any damage sustained by the provider owing to infringement of the above obligation.

§9 Scope of general terms and conditions

- 1) The nextbike company is renting bikes to registered customers, so far as they are available.
- 2) Agreements that deviate from the general term and conditions need to be confirmed in writing by the nextbike company.

§10 Registration and acceptance

- 1) Customers can apply for registration in person, by telephone, at a terminal or on the internet. At the time of application, the customer must be at least 18 years old.
- 2) After registering for nextbike, the customer can use all rental bikes of the nextbike company worldwide. An overview of all rental stations is available on www.nextbike.de.

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On receipt of the relevant personal data of the applicant the nextbike company decides whether or not the application will enter into a contract. When processing the application the nextbike company and the partner World Pay is also entitled to check credit worthiness.

- 3) At registration the customer receives a personal password (in the following "user data").
- 4) The registration is accepted when the customer receives the activation message. This can be transferred in person, in writing, by telephone, via e-mail or text message.
- 5) Registration fees and annual fees are stated in the valid price list and will be charged on acceptance of the customer's application. The registration fee will be credited to the member account immediately, so that the customer has no further charges. Customers will be informed in time about the introduction of annual fees or registration fees and do not have to pay for this, when they do not use the rental bikes anymore.
- 6) The customer is obliged to inform nextbike about any change in the personal data or in any data required for billing (credit card number, bank account) during the period of validity of the contract.

§11 Confidentiality of user data/ customer card

- 1) The customer is responsible for preventing unauthorized use of the customer's personal data by third parties.
- 2) The customer can transfer the customer card (available only at some stations) to third parties at his/ her own risk.
- 3) In case of loss of the customer card the customer has to block the card in his/ her own interest by calling the hotline (030-69205046).
- 4) The nextbike company explicitly indicates that no employees are authorized to request the customer password, unless the customer himself/herself contacts the nextbike company.
- 5) The customer can change the personal data anytime and as often as he/she wants.
- 6) The customer is obliged to inform nextbike company immediately if he/she has any reason to suspect unauthorized use of the personal user data.
- 7) User data which hasn't been used for 12 months will be set inactive automatically. The person concerned can activate the personal user data again by telephone, in writing, by text message or on the internet.
- 8) The customer can deactivate the own member account via the nextbike-hotline or on the internet. This should be done in case the customer does not want to use the user data anymore.

§12 Using rental bikes with user data, blocking

- 1) The customer can authorize third parties who are of legal age to use his/her customer card his/her user data on the customer's own responsibility. The customer needs to make sure that the other person knows the general terms and conditions of the nextbike company. The customer is responsible for the actions of any third parties authorized to use the user data to the same extent as for his/her own actions.
- 2) The nextbike company is entitled to cancel customer rights of use for due reasons, in particular in case of misuse.
- 3) The limitation of liability according to §7 clause 2 is not void, if the customer did allow the misuse of his/ her customer data intentionally or by gross negligence.

§13 Charges and fares

All services are charged on the basis of the prices valid at the beginning of each individual use of bicycle. The fares are valid according to our current price list. This price list is published on our website (www.nextbike.de).

§14 Payment and delayed payment

- 1) The customer is obliged to pay the billed amounts by means of a credit card or by direct debit.
- 2) If direct debit cannot be processed due to insufficient funds in the customer's account or other reasons for which the customer is responsible, the nextbike company will charge the customer with the additional expenditure (published on www.nextbike.de).

In individual cases the nextbike company can also be entitled to claim higher costs up to the level of the expenditure actually sustained, unless the customer can prove lower expenditure.

- 3) If the customer defaults in payment, default interest will be charged at a rate of 6 percentage points over the base interest rate.
- 4) If the customer defaults in payment the nextbike company shall be entitled to demand immediate payment of all further claims against the customer and to discontinue the contractual services until the customer has satisfied all payment obligations.

§16 Billing, user statements, verification

- 1) The customer will be informed after the rental time about the costs in the customer account on the internet. This message does not include optional extra services fees.
- 2) Direct credit will be processed automatically, but nextbike will inform the customers about the credit process.
- 3) The customer can check all own rentals on the webpage (www.nextbike.de) in his/her own member account. If the customer requires a separate invoice, our company will charge extra service fees according to the price list.
- 4) Objections to debited charges must be submitted in writing within one month of the date of the debit. The customer's rights shall not lapse if legitimate objections are filed after expiry of the above period, assuming that the nextbike company is permitted to check the matter pursuant to data protection legislation. Any refunds due will be credited to the customer's account and deducted from the next due payment unless otherwise stated by the customer.
- 5) The customer is entitled to offset claims against the nextbike company only if the claims are undisputed or non-appealable.
- 6) If a member account has not been used in 12 months time all credit items will be credited to the nextbike company and the user will be set inactive.
- 7) The customer can credit all vouchers on our webpage www.nextbike.de in his/her member account. On each rental the customer can credit one voucher. Each voucher can be used just once. Legal claims to the availability of the vouchers of nextbike are not possible.

§17 Data protection

- 1) The nextbike company is entitled to save customer's personal data and to use that data only in compliance with the provision of German Data Protection Act.
- 2) The nextbike company is entitled to record all processes, in particular telephone calls, relating to a customer and the customer accounts evidence. The recording is used to check the accuracy of the debited invoice amounts. The saved data is protected against access by unauthorized parties.
- 3) The nextbike company is entitled to disclose information about the customer to the necessary extent, in particular the customer's address, to investigating authorities if the requesting authority submits proof that proceedings have been initiated against the customer for an administrative or criminal offence.
- 4) When the payment is by credit card, the customer's credit card data will be transferred to our partner World Pay (The Royal Bank of Scotland) for verification and accounting of the rental fees. After registration credit card data is no longer visible for employees of nextbike Ltd.
- 5) As part of evaluation process, nextbike Ltd. is obliged to transmit customer data of certain projects to companies commissioned by the government.

§18 Other Provisions

- 1) Both contracting parties cancel the contract anytime.
- 2) The contract is governed by German law. Legal domicile for any disputes arising from or in connection with the customer's participation in the bicycle rental system is in Leipzig, insofar as the customer does not have a place of general jurisdiction in Germany or has transferred his place of residence or usual abode to a country other than Germany after conclusion of the contract or if the customer's residence or usual abode is unknown when

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- the legal actions is field, or if the customer is a registered trader or legal entity under public law or public special assets.
- 3) Verbal agreements do not exist.
 - 4) Legal ineffectiveness of some parts from this general terms and conditions does not affect the validity. Should one of the regulations of this general terms and conditions be invalid, the other regulations aren't affected. Instead of the invalid regulation will be placed a regular and valid regulation which has the aim and purpose of the law with similar context.