

GENERAL TERMS AND CONDITIONS OF USE

1. RENTAL RESTRICTIONS

Each user has the right to rent 4 bikes per user account.

2. TERMS AND CONDITIONS OF BICYCLE RENTAL

1) Rented bicycles cannot be used:

- a) by persons under 18 years of age (unless accompanied by an adult who has rented a bicycle; in this case, the adult is responsible for the minor in all respects)
- b) for the transport of persons other than the rider (for safety reasons, it is especially prohibited to transport children on a bicycle!)
- c) for travel outside the borders of Croatia
- d) for the transport of flammable substances, explosives, poisonous or dangerous materials
- e) for participation in cycling races or events that test bicycles
- f) for subletting to third parties, whether physical persons or legal entities
- g) during strong wind and bad weather
- h) under the influence of alcohol or drugs

2) The user must abide by the traffic rules and the Road Traffic Safety Act. For more information, please visit <http://narodne-novine.nn.hr/clanci/sluzbeni/339713.html>

3) When riding, the hands must be on the handlebars.

4) The bicycle basket must be used as prescribed and must not be overloaded (the maximum load of the basket is 5 kg), when placing items in the basket, make sure they are securely fastened so that they don't fall out while riding.

5) Unauthorized modifications or changes to the Poreč Bike Share bikes are not permitted for any physical or legal person, without exception.

6) For unauthorized use, Sustav javnih bicikala d.o.o. (ENG Public Bicycle System d.o.o.), Porec Bike Share operated by Public Bicycle System d.o.o. (hereinafter: NEXTBIKE CROATIA), has the right to cancel your membership. When returning a bicycle and receiving a text message, the user must not re-use the bicycle with the same code obtained when he or she rented the bicycle. To re-use a returned bicycle, it is necessary to initiate a new bicycle rental process.

3. RENTAL AND LIABILITY DURATION

1) Bicycle rental begins the moment the user gets the nextbike code to unlock the lock

2) The user will inform NEXTBIKE CROATIA about the completion of the rental pursuant to Article 6. The user will receive a confirmation via the mobile application or directly at the terminal. The rental fee for the bicycle stops upon receipt of the confirmation.

4. TERMS AND CONDITIONS OF BICYCLE RENTAL

1) NEXTBIKE CROATIA will always try to keep all bikes in good riding condition. If the user notices that a bicycle is faulty, he or she should inform NEXTBIKE CROATIA using the phone number +385 1 777 6534. The call price and the billing unit for calls are charged at the cost of calls to fixed networks of the telecommunication operator of the user and in accordance with their tariff models.

2) Before the rental, the user is required to check whether the bicycle is in good riding condition (frame, tires, brakes, light ...)

3) If the user notices a technical malfunction of the bicycle at the beginning or during the rental period, he or she is obliged to inform NEXTBIKE CROATIA about it using the phone number +385 1 777 6534 and terminate the rental.

5. PARKING A RENTED BICYCLE

1) The user is obliged to park the bike in a visible place. He or she is obliged to abide by traffic rules when parking. Also, the user must make sure that the bike does not affect the safety of others in traffic.

2) If there are available racks at the Poreč Bike Share terminal, the user is required to park the bike in the rack.

3) It is prohibited to park a rented bike:

- a) at a traffic light
- b) at a machine that sells parking tickets for cars
- c) at traffic signs
- d) at pedestrian crossings
- e) in emergency exit areas
- f) in such a way that the bicycle covers someone's advertising space

4) A rented bicycle must be locked when not in use, even if the user will only be absent briefly.

5) For all non-conformities and procedures that are in contradiction with the general terms and conditions of use, the user is liable to bear the costs in accordance with the price list posted at www.porecbikeshare.com

6) It is prohibited to park bicycles in houses, backyards or vehicles other than the official nextbike delivery vehicle.

7) Not returning a bicycle is subject to a charge according to the valid price list, up to the purchase price of the bicycle in the amount of HRK 5,000 for a mechanical bike and HRK 25,000 for an electric bike.

8) The calculation of extra minutes after the paid credit is spent is automatically billed from the guarantee funds (credit card) according to the valid price list.

6. RETURNING THE RENTED BICYCLES

1) When returning a bicycle, the user is obliged to park it in one of the official Poreč Bike Share stations in the City of Poreč by pushing the bicycle into the rack until a beep is heard, and locking the bicycle with a mechanical lock. The locations of all official stations are posted at www.porecbikeshare.com. The bicycle must be locked with a mechanical lock, and the code on the lock must be the same code as the one you received at the beginning when you rented the bike. The user must notify NEXTBIKE CROATIA about the termination of the rental by cell phone, at the terminal or using the mobile application.

2) If no rack is available at the official station, the user is obliged to park the bicycle in such a way that it is visible at one of the official Poreč Bike Share stations. NEXTBIKE CROATIA must be informed about the official location of the rental (street name and number, and number of the terminal).

3) The user is obligated to remember the location where he or she returned the bicycle for at least 24 hours after the return. This is necessary due to possible queries by NEXTBIKE CROATIA.

4) If the NEXTBIKE CROATIA service team cannot find the bicycle at the site that the user stated he or she returned the bicycle, the service provider will charge the user an additional fee for not returning the bicycle (the valid price list is posted at www.porecbikeshare.com).

7. NEXTBIKE CROATIA'S RESPONSIBILITIES AND THE USER'S RESPONSIBILITIES

1) The user is using the bicycle at his or her own risk. The user takes full responsibility for any damage caused. This also applies to third party claims.

2) The user's responsibility for the bicycle starts from the moment of receipt of the bicycle unlock code until the bicycle has been successfully returned and checked by NEXTBIKE CROATIA or until the moment of bicycle rental by another user. In the case of damage to the bicycle, the user will be notified by NEXTBIKE CROATIA. The user is not obliged to bear responsibility for damages about which he or she has not been informed by NEXTBIKE CROATIA after 24 hours of renting a bicycle. The user may be liable for damages occurring within 24 hours after the end of the rental period, in accordance with the cost of materials and labor required for repairing the bicycle in the maximum amount of HRK 750.

3) The user is responsible for any additional damages and costs that may arise if he or she does not cooperate with the investigation team in determining the damages and searching for the perpetrator.

4) NEXTBIKE CROATIA is not responsible for items the user is transporting in the basket.

5) NEXTBIKE CROATIA is not liable for damages suffered by the user if the bicycle is not used in the manner prescribed in Article 2. This also applies to unauthorized bicycle use.

6) If during the rental period, the bicycle is stolen, the user must inform NEXTBIKE CROATIA's customer service/call center about the theft as soon as possible using the phone number 01 777 6534, as well as the nearest Police Station.

7) If the user does not return the bicycle to the official Poreč Bike Share location, he or she may be liable for additional charges.

The calculation of extra minutes after the spent paid credit is automatically billed from the guarantee funds (credit card), according to the valid price list, up to a maximum of HRK 5,000 for a mechanical bicycle and HRK 25,000 for an electric bicycle, in accordance with the realised overruns.

8. ACCIDENTS WITH A RENTED BICYCLE

- 1) In the case of an accident involving a bicycle user and a third party or object, the user is obliged to immediately report the accident to NEXTBIKE CROATIA, as well as the nearest Police Station.
- 2) If the user does not report the accident, he or she will be responsible for any damage caused to NEXTBIKE CROATIA due to the accident. The following incidents are considered accidents: collisions with third parties or vehicles, bicycle devastation by the user or third parties, theft, and so on.

9. AN OVERVIEW OF THE GENERAL TERMS AND CONDITIONS

- 1) NEXTBIKE CROATIA rents out bicycles to registered users as long as bicycles are available.
- 2) Agreements that deviate from the general terms and conditions of use must be verified by NEXTBIKE CROATIA

10. ACCEPTING REGISTRATION

- 1) The user can apply for registration in person, by phone, using the mobile application, at the terminal, via the website www.porecbikeshare.com or at NEXTBIKE partner sites (hotels, tourist agencies, etc.). When applying for a registration, the user must be over 18 years of age.
- 2) After accepting the registration and activation of the user account, the user may use nextbike bicycles all over the world wherever there are nextbike bicycle stations. You can find a list of all the cities with nextbike stations at www.porecbikeshare.com and www.nextbike.hr
- 3) NEXTBIKE CROATIA checks the accuracy of the personal data against an ID card or passport, and the payment details from the user registration request. If the data is valid, NEXTBIKE CROATIA approves the activation of the user account.
- 4) By registering a user account, the user consents to NEXTBIKE CROATIA sending him or her a username and PIN, which can be used to activate the account.
- 5) Registration is accepted when a user receives an activation message. The message can be received via the website www.porecbikeshare.com, via e-mail or text message.
- 6) Registration fees and subscription fees are stated on the valid price list at the terminal and at www.porecbikeshare.com, and the user will be billed upon accepting the activation request. The registration itself is free, and the activation cost will be calculated as the amount of the package or option that the user chooses, increased by the transaction fee of the user's bank. Users will be promptly notified about the introduction of any new subscription fees.
- 7) The user is required to notify NEXTBIKE CROATIA about any changes to personal information, as well as changes to the payment details (credit card number, bank account number ...) for the entire time when the user status is active.

11. USING THE POREČ BIKE SHARE USER CARD

- 1) The user card is valid as long as the user has an active Poreč Bike Share account.
- 2) When the user account is inactive, the user card cannot be used until the user fills the account, thereby re-activating it. The user can use his or her user account after reactivation.

3) The user can order the user card in line with the instructions, and at the rates specified at www.porecbikeshare.com

4) The users may let others use their user cards at their own risk.

5) If a user card is lost, it is in the user's best interest to request the deactivation of the card, which can be done by dialling +385 1 777 6534 or emailing info@nextbike.hr.

6) The non-return or loss of a user card is subject to a 20 HRK charge. The user may be charged for the loss or non-return of a card from the guarantee funds (credit card).

7) Cancelling a user card does not automatically cancel the user account. If the user wishes, he or she may cancel the account at www.porecbikeshare.com.

12. CONFIDENTIALITY OF USER DATA

1) The users are responsible for preventing the unauthorised use of their data by third parties.

2) NEXTBIKE CROATIA gives their staff and customer service written instructions that they are not allowed to ask for the user's PIN unless the user allows it.

3) If the user notices that data has been misused, he or she must immediately notify NEXTBIKE CROATIA.

4) After the expiry of a PREPAID package, the user card ceases to be active and should be returned to NEXTBIKE or NEXTBIKE partners. The user can reactivate his or her user account by calling customer service or in writing via www.porecbikeshare.com.

5) At any time, the users can make their data inactive on the website, or can do so by calling customer service. This can only be applied if the users want to shut down their account for some reason. In this case, a refund for the PREPAID packages will not be executed.

13. RENTING POREČ BIKE SHARE BICYCLES WITH USER DATA, BLOCKING

1) Users can only authorise other adults to use their user data at their own risk. The users must be sure that the other persons are familiar with the general terms and conditions of use of NEXTBIKE CROATIA. The users are responsible for every action made by a third party, authorised by the users to use their user data.

2) NEXTBIKE CROATIA is entitled to cancel the user's rights if there is a breach of the general terms and conditions of use by the user or a person authorised by the user.

3) The limitation of liability under Article 7, item 2, cannot be revoked if the user has authorised the misuse of his or her user data intentionally or grossly.

14. FEES AND PRICES

All service charges are based on the valid price list, and are valid at the beginning of each bicycle use. The prices are valid according to the valid price list posted at www.porecbikeshare.com. The call price and the billing unit for calls are charged at the cost of calls to fixed networks of the telecommunication operator of the user and in accordance with their tariff models.

15. PAYMENTS AND PAYMENT DELAYS

- 1) The user is required to pay a certain amount for a PAY AS YOU GO, PREPAID package using his or her credit or debit card, or through other sales points (hotels, travel agencies, etc.) to use the system.
2. If billing is not possible due to a lack of funds in the account or for other reasons that the user is responsible for, NEXTBIKE CROATIA will charge the user additional costs (posted at www.porecbikeshare.com). In some cases, NEXTBIKE CROATIA can determine higher costs in accordance with actual costs unless the user can prove otherwise in accordance with the price list posted at www.porecbikeshare.com.
- 3) If a user makes a payment default, he or she will be charged an additional fee in accordance with these General Terms and Conditions.
- 4) If a user makes a payment default, NEXTBIKE CROATIA has the right to demand the immediate payment of all further claims from the user and to terminate all contractual obligations until the user settles all outstanding claims.
- 5) The Poreč Bike Share credit is valid for 365 days for the PREPAID package from the date of payment. NEXTBIKE CROATIA has the right to systematically deactivate the user's account, and delete the remaining nextbike credit.

16. CALCULATION, RENTAL, CHECKING

- 1) At the end of the bicycle rental period, the users will be informed of the costs on their online nextbike accounts - Poreč Bike Share.
- 2) After the user spends the initial amount for the PREPAID packages, all subsequently realised rentals will automatically be calculated according to the current price list, and the amount spent will be deducted from the user's credit or debit card. You can manage or cancel your subscription details at any time at www.porecbikeshare.com
- 3) The user can check all previous bicycle rental activities through his or her account on the website using a mobile phone number as the username, and the given PIN as the password.
- 4) Any user objections to the amounts charged must be sent in writing within 30 calendar days of the day the subject payment was made.
- 5) If a user account is not used for 12 months, it will become inactive and the funds in the account will become invalid.
- 6) The user can use all tokens/vouchers publicly available at www.porecbikeshare.com for his or her user account. Complaints regarding the availability or unavailability of tokens are not possible.
- 7) The user cannot transfer the unused Poreč Bike Share credit to other accounts and nor can Poreč Bike Share credit be used for any purpose other than bicycle rental, membership or fee activation, and user card order.
- 8) NEXTBIKE CROATIA is not obligated to refund Poreč Bike Share credit because it applies to the mandatory annual membership fee for using the system.

17. DATA PROTECTION

1) NEXTBIKE CROATIA has the right to retain user data, and can only use it for the purpose of its business operations in accordance with the Personal Data Protection Act:

<http://www.zakon.hr/cms.htm?id=95>

2) NEXTBIKE CROATIA has the right to record all conversations, especially those related to the user and access to his or her Poreč Bike Share account. Recording is only used for checking the accuracy of billing data related to bicycle rental. The saved data is protected against unauthorised use by third parties.

3) NEXTBIKE CROATIA has the right to disclose certain user data to the competent authorities, in particular the user's address, provided that the competent authorities submit proof that there are proceedings initiated against the user for committing a criminal offense.

4) When a user makes a payment for a Poreč Bike Share service using a credit card, the credit card details will be forwarded to the partner company NEXTBIKE GmbH, and their partners World Pay (The Royal Bank of Scotland) for verification of the data in accordance with the amount required for registration and bicycle rental. After user registration, the user's credit card details are no longer visible to NEXTBIKE CROATIA staff.

18. OTHER PROVISIONS

1) The users may delete their nextbike user accounts at any time if they no longer wish to use the service, and NEXTBIKE CROATIA may do so in the event of gross negligence of the provisions of these General Terms and Conditions of Use.

2) In case of any disputes, the court in Zagreb will have jurisdiction.

3) NEXTBIKE CROATIA is entitled to change these General Terms and Conditions of Use, which will be communicated to the users through the website www.porecbikeshare.com and/or in another adequate way.