



General Terms and Conditions (GTC) for Bike Sharing Systems operated by ARRIVA Slovakia a.s.

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

§1 Jurisdiction of the Terms and Conditions (GTCs)

- 1) ARRIVA Slovakia a.s. (“provider”) rents bicycles to customers (“customer”) as far as the products and services are available.
- 2) The general terms and conditions apply to and include usage of the arriva bike brands.
- 3) Rentals and returns are possible either online, via smartphone app, or using the bike computer.
- 4) Upon renting a bicycle, the customer accepts the current, valid version of GTCs for bike sharing systems operated by ARRIVA Slovakia a.s.

§2 Registration and Confirmation

- 1) Application for registration is possible either via smartphone app, or online at www.arriva.bike. In order to become a registered customer, the applicant must be 16 years of age (at the time registration).
- 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 authorized to utilize the services of payment partner World Pay to check the creditworthiness of the applicant. By signing the necessary data, the customer confirms the truth of the provided data.
- 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 using bike computers.
- 4) Approval of the application shall result in the issuing of an activation notice. This notification may occur in written form, via email, or SMS.
- 5) Following successful registration, the customer may rent ARRIVA Slovakia a.s. bikes and other bikes from nextbike brands throughout the world. An overview of individual locations may be viewed online at www.nextbike.de. If the customer wants to rent bikes from different brands than arriva bikes, the customer will be informed about the local divergent rates and GTCs of the operator.
- 6) Registration is free of charge for applicants via smartphone and online. 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 a 1 € fee which will be added to arriva bikes credit balance and cleared with future rental fees. Dependent upon the usage of service, the provider is authorized to charge periodic rental fees. The current price list is available online at www.arriva.bike.
- 7) The customer is obliged to inform ARRIVA Slovakia, a.s. immediately of any changes to their personal information which occur during the business relationship and can affect the provision of bike sharing services. This includes personal data and information regarding payment (e.g. bank account number or credit card information).
- 8) ARRIVA Slovakia a.s. may send information necessary for the rental itself (eg. bike no., lock code, etc.) as well as additional information from sponsors. This may occur via smartphone app or SMS.

§3 Terms and Conditions of Use

- 1) The rental bikes may not be used:
 - a) by persons who are younger than 16 years (unless accompanied by an adult),
 - b) to carry other persons in particular young children,
 - c) for journeys outside of Slovakia without written consent from ARRIVA Slovakia a.s.,

- d) for subletting to third parties,
 - e) by individuals under the influence of alcohol or drugs (legal alcohol limit: in accordance with current legislation, especially with Act No. 8/2009 Coll on Road Traffic as amended).
 - f) If the bike is used in case of strong wind or stormy weather, the driver may feel the weather conditions stronger than riding a normal bike due to the advertising panels used on the bike. The use of the bike during these weather conditions is at one's own risk.
- 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 improperly 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, ARRIVA Slovakia a.s. is authorized to terminate the business relationship and block the customer from further rentals and usage.
 - 7) Following receipt of confirmation messages regarding the return of bicycles, the customer is not allowed to use the bike with the given rental code. To use the returned bike again it is necessary 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 the bike to a third party to use it, she/he has to guarantee, that the third party considers these GTCs. The customer is responsible for the actions of any third party authorised to use the bike to the same extent as for her/his own actions. When lending the bike to a third person, she/he must be older than 16 years.

§4 Rental Limitations

Unless previously agreed upon otherwise, 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 ARRIVA Slovakia a.s.

§5 Duration of Rental

- 1) The chargeable rental period of a bike begins with the provision of the code for the bicycle lock by ARRIVA Slovakia a.s. 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 via the bike computer. 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 ARRIVA Slovakia a.s. Customer service must be informed about any problems via the service hotline immediately (+421 915 244 244), respectively in case of unavailability of customer support, by e-mail bike@arriva.sk. 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 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 lock, the customer is obliged to contact the customer service (+421 915 244 244), respectively in case of unavailability of customer support, by e-mail bike@arriva.sk.

§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.
- 2) In particular, 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 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.
- 3) The rental bike must be locked when not in use, even if the customer leaves the bike unattended for only a short time.
- 4) Failure to comply will result in the charging of service fees in accordance with the current price list available online at www.arriva.bike. 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.
- 5) It is not allowed to leave/park the bikes in buildings, backyards or within other vehicles at any time.

§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 obligated 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 via the bike computer.
- 3) The customer is obliged to inform ARRIVA Slovakia a.s. about the return via the bike computer and to confirm the exact location of the bike (station name / number or GPS coordinates).
- 4) The customer must be able to provide this information to ARRIVA Slovakia a.s. upon request for a period of 48 hours following the rental period.
- 5) Should the customer not return the bike at a defined area as described in paragraph 1 to 2, provide false information or forget to return the bicycle entirely, a service fee will be charged by ARRIVA Slovakia a.s. to the customer in accordance with the current price list as published at www.arriva.bike.

§9 ARRIVA Slovakia a.s. Liabilities and Customer Liabilities

- 1) Use of services provided by ARRIVA Slovakia a.s. occurs at the customer's own risk. The customer takes full responsibility for damages caused by her-/himself. 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 ARRIVA Slovakia a.s.'s liability insurer against a customer remain unaffected.
- 2) If the customer causes damages with negligence, or the bike is stolen because of negligence, the customer remains liable according to the costs for material and labor costs or recovery of stolen bikes to an amount. In cases in which the customer has caused the damage intentionally or with gross negligence or in cases where the bike has been stolen, 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 ARRIVA Slovakia a.s. due to non-compliance with



agreement obligations including those defined in previous paragraphs concerning notification obligations.

- 4) ARRIVA Slovakia a.s. is liable for intentional damages and gross negligence towards their customers. For all other culpably infringing contractual obligations (cardinal obligations) the company shall be made liable only for typical, i.e. foreseeable, damages. ARRIVA Slovakia a.s. is not liable for damages to items transported with the bicycle. Any further liability on the part of ARRIVA Slovakia a.s. is excluded.
- 5) ARRIVA Slovakia a.s. shall not be liable in cases of improper and/or unauthorized use of the bicycle in accordance with §3.
- 6) If the bicycle is stolen during the rental period, the customer must report the theft immediately to ARRIVA via the customer service (+421 915 244 244), respectively in case of unavailability of customer support, by e-mail bike@arriva.sk.
- 7) The customer is liable for damages until the bike returned has been inspected by ARRIVA Slovakia a.s. (maximum of 48 hours) or the bike has been rented by another customer in the meantime. The customer will be informed immediately in case of any damage; ARRIVA Slovakia a.s. is in the burden of proof.

§10 Customer Obligations in Case of Accident

ARRIVA Slovakia a.s. 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 ARRIVA Slovakia a.s. owing to infringement of said obligation.

§11 Use of Customer Cards, an e-ticket or Electronic Employee ID Card

- 1) If the customer uses a customer card issued by ARRIVA Nitra as access medium, he/she agrees, when using the card for the first time, that ARRIVA Slovakia a.s. may request all customer data necessary for business processes from the cooperation partner, ARRIVA Nitra.
- 2) When the validity of the customer card of ARRIVA's cooperating partner has expired, the customer account at ARRIVA Slovakia a.s. shall be deactivated in cases where no 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) If the customer card is lost, the customer has in her/his own interest, to block the card personally at selling point of customer card provider.

§12 Confidentiality of User Information

- 1) The customer is responsible for preventing unauthorized use of the customer's personal data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) ARRIVA Slovakia a.s. expressly states that ARRIVA 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 her/his user data has been compromised or misused, they are to inform ARRIVA of this fact immediately.
- 5) The customer may deactivate her/his customer account online at www.arriva.bike.

§13 Misuse and Exclusion

- 1) ARRIVA Slovakia a.s. is entitled, in cases of due reason and in particular in cases of misuse, to cancel customer rights and thereby exclude customers from using ARRIVA Slovakia a.s.'s services and bicycles.
- 2) The limitation of liability provided for in §9 para. 2 shall not be valid should the customer allow the misuse of her/his customer data intentionally or due to gross negligence.

§14 Fees, Prices and Calculations

- 1) ARRIVA'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 (available at www.arriva.bike).

- 2) Special rates 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) Cancellation of special rate agreements does not result in the automatic deactivation of a customer account with ARRIVA Slovakia a.s. Should the customer wish to deactivate an account, this may be done online at www.arriva.bike.
- 4) The annual subscription is valid for 365 days from the date of purchase. After 365 days, the subscriber automatically extends the subscription for the next year and will be charged for the annual subscription fee based on the valid pricelist. Annual subscription covers rental of one bicycle (the subscription fee includes the first 60 minutes free of charge, the following 60 minutes are charged with a valid tariff). If the customer rents 4 bicycles at the same time, the annual subscription covers only one of the rented bicycles. Next 3 rented bicycles are subject to a valid tariff. Deactivation of the annual subscription is possible on the last working day of the annual subscription by sending a request via email to bike@arriva.sk.

§15 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means of credit card. The customer may change their preferred method of payment at any time.
- 2) Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the customer in the full amount.
- 3) If the payment is delayed, ARRIVA Slovakia a.s. is authorized to demand the entire claim and to discontinue its service until the customer meets his/her obligations.

§16 Billing, Rental Lists, Controlling

- 1) The provider invoices its customers according to the current rate and price list as available at www.arriva.bike. Finalized rental processes (including costs and time periods) may be viewed by the customer in their account at www.arriva.bike 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). The Provider provides a tax document for bike rental via e-mail at the written request of the client (e-mail to bike@arriva.sk).
- 2) Debiting of the customer's account occurs automatically. ARRIVA Slovakia a.s. 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 ARRIVA Slovakia a.s.. 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. Such a decision must be in writing.

§17 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 deactivate her/his customer account online at www.arriva.bike.

§18 Privacy Policy

- 1) The Personal Data Protection Act and the amendment of some laws, as amended. ARRIVA is entitled to process only the personal data determined by this Agreement and necessary for fulfilment of this Agreement, and at the same time he is inter alia obliged to ::
 - a) process the personal data only for determined purposes;
 - b) process only those personal data that are in scope and contents correspond to the determined purpose and they are necessary for its purpose attainment ;
 - c) keep the personal data obtained for different purposes separately and to provide that the personal data should be processed only by manner that corresponds to the purpose for which they were collected;
 - d) process only correct, complete and current personal data in relation to the purpose of their processing and to administrate the incorrect information in comply with the provisions of valid laws.



- e) Process data in comply with good manners and to act in a manner that is not in contrary with laws or other legislation , nor he evades the laws

ARRIVA companies undertakes to not to use the processed personal data in contrary with the rightful interests of data subjects, not to place them in jeopardy or not to damage their rights and their, by the laws, protected interests and by his activities he does not interfere illegally to the right on protection of their personal data.

- 1) ARRIVA companies shall process the data subjects personal data only as at the date of this Agreement termination, or for time necessary to fulfil the purpose of processing; immediately after fulfilment of the purpose of personal data processing , the Processor is obliged to ensure the data subjects´ personal data disposal in comply with the valid Act on Protection of Personal Data. ARRIVA Slovakia a.s. is entitled to disclose information about the customer to investigating authorities and to the necessary extent, in particular the customer’s address, should proceedings be initiated against the customer for a civil or criminal offence.
- 2) If the payment method is 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. Following the registration process, credit card data is no longer visible to employees of ARRIVA Slovakia a.s.
- 3) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at www.arriva.bike).

§19 Further Provisions

Relations not regulated in these general terms and conditions shall be governed by the respective provisions in:

- Civil Code, Act No. 40/1964 Coll. as amended,
- Act No. 102/2014 Coll. on the Protection of Consumers in Sale of Goods or Provision of Services under Remote Contracts or Contracts Executed outside the Business Premises of the Seller and on Amendments and Supplements to certain Acts as amended,
- Act no. 250/2007 Coll. on Consumer Protection and on Amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences as amended, Act No. 513/1991 Coll. the Commercial Code as amended.

Service Hotline: +421 915 244 244

Mon – Sun: 8.00 – 20.00

E-mail: bike@arriva.sk

Website: www.arriva.bike