



General Terms and Conditions (GTC) for Bike Sharing Systems Operated by Arval Service Lease Italia S.p.A. (Arval)

§1 Jurisdiction and subject of the Terms and Conditions (GTCs)

- 1) Arval ("provider") rents bicycles to registered customers ("customer") in Scandicci ("operation area") as far as the products and services are available. These terms and conditions regulate the relationship between Arval and the respective customer in terms of the registration (framework contract) and the conditions for the conclusion of rental contracts. Sections 1 to 8 regulate the rights and obligations in terms of the rental and usage of bicycles. Sections 9 to 19 regulate the contractual relationship between Arval and the customer.
- 2) Rentals and returns are possible online or via the smartphone app.
- 3) The contracts are concluded in the English language.
- 4) An overview of individual bike locations may be viewed online at www.nextbike.it/arval.

§2 Registration and confirmation

- 1) Application for registration ("application") is possible via a smartphone app, online. In order to become a registered customer, the applicant must be 18 years of age at the time when the application is approved
- 2) Following receipt of all relevant personal data, the provider decides whether or not to accept and approve the framework contract with the applicant. Approval of the application shall result in the issuing of an activation notice. This notification may occur in written form, via email, SMS. Following successful registration, a framework contract between Arval and the customer is concluded and the customer gains access to a customer account.
- 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) Registration is free of charge for applicants via smartphone or the internet.

- 6) The customer is obliged to inform Arval immediately of any changes to their personal information which occurs during the business relationship. This includes personal data.

§3 Duration of Rental

- 1) The rental period of a bike begins with the provision of the code for the bicycle lock to the customer or upon unlocking a bike within the nextbike-app.
- 2) The customer has to inform the provider of the end of the rental period in accordance with § 8. The official end of the rental period shall be marked with the receipt of information by the customer from Arval via the nextbike-app, customer service must be informed about any problems via the service hotline immediately.

§5 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 the territory of Tuscany,
 - d) for hiring to third parties,
 - e) by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit),
 - f) 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 bike. The use of bikes during any adverse weather conditions is at one's own risk and Arval advises the user not to use the bikes in such conditions.
 - g) Bikes may not be placed in any form of public transport.



- 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) 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.
 - 7) The customer is not allowed to change the provided lock code or to provide it to third parties.
 - 8) 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 actions. When lending the bike to a third person, he/she must be older than 18 years.
- 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: www.nextbike.it/arval/faq.
 - 4) The client shall be allowed to park the bikes on private property only once allowed to do so by any person/s having the authority to grant such permission

§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) If there is an obvious defect or an obvious impairment of functionality or traffic safety at the beginning of use, or if such a defect or impairment occurs during use, the customer is obliged 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 requested to contact 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,

§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 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 on the map using a smartphone or desktop website, the bike can be returned to a public location according to the description on the website.
- 4) The bikes may not be returned in parks/green spaces or on private property.
- 5) The customer is obliged to inform Arval 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 information 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.

Should the customer, due to his/her fault, not return the bike at a defined area as described in paragraphs 1 to 3, provide false information or forget to return the bicycle entirely, a profile block will be activated suspending his/her account.

§9 Arval Liabilities

- 1) The customer shall only have a claim for damages for initial defects if Arval is responsible for their existence or non-removal. For defects that occur after the conclusion of the contract, Arval shall be liable to the customer in any case of malice intent or gross negligence demonstrated by Arval, as well as by any



representatives or agents in accordance with the statutory provisions of Arval. Furthermore, Arval 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. Arval is not liable for damages to objects which have been transported during a rental either through the use of the bike basket unless the damage was due to intentional or grossly negligent behaviour of Arval. Other than the aforementioned stipulations, the liability of Arval is excluded.

- 2) Arval shall not be liable in cases of improper and/or unauthorized use of the bicycle. Unless the damage was due to intentional or grossly negligent behaviour of Arval or the damage would have occurred independently of the improper/unauthorized use.

§10 Customer Liabilities

- 1) The use of services provided by Arval 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 Arval's liability insurer against a customer remain unaffected.
- 2) If the bicycle is stolen during the rental period, the customer must report the theft immediately to Arval via telephone and by mail at the address Arviassistenzabikesharing@arval.it.

§11 Customer Obligations in Case of Accident

Arval must be informed of accidents immediately via telephone. 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 Arval owing to infringement of said obligation.

§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 to their personalized PIN/password.
- 2) The call center services employees are not authorized to and will never request or ask for the customer password.
- 3) The customer may change their personal data at 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 Arval of this fact immediately.

GTCs | valid as of January 2022

§17 Termination

- 1) Both contractual partners may terminate the framework contract at any time with a notice period of two weeks. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either online at www.nextbike.it/arval or by means of written notification sent to Arval. Written termination notices are to be sent to Arval, via email to: Arviassistenzabikesharing@nextbike.it.

§ 18 Amendment of the General Terms and Conditions, adjustment of fees

Amendments to the General Terms and Conditions of Business are only permissible insofar as this does not fundamentally alter the contractual structure, in particular, the equivalence ratio of performance and consideration is not shifted to the disadvantage of the customer. They shall be admissible in particular in the event of a subsequent occurrence of a regulatory gap or disturbance of the equivalence ratio, e.g. due to changes in the legal situation, jurisdiction or market conditions or due to new technical developments. The customer shall be notified of changes to the GTC and prices in text form or by e-mail at least six weeks before the change. The changes are considered approved if the customer does not raise an objection to Arval in text form or by e-mail within one month of notification. Arval will specifically draw the customer's attention to this legal consequence when announcing the changes. If the customer does not exercise this right, the contract will be continued under the changed conditions or prices. If the customer objects, each party has the right to terminate the contract with a notice period of ten days by e-mail or in text form.

§19 Privacy Policy

- 1) Nextbike GmbH under the instruction of Arval shall collect, store and use personal data, where it is necessary to fulfil its contractual obligations or the realization of the contract between the customer and Arval or to fulfil any other legal duty. Nextbike GmbH is obligated to use that data only in compliance with the provisions set forth in the German Data Protection Act (Bundesdatenschutzgesetz) and the General Data Protection Regulation.
- 2) Nextbike GmbH 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.
- 3) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at www.nextbike.it/arval/privacy)

§20 Further Provisions

- 1) Italian law applies and takes precedence. Legal domicile for any disputes arising from or in connection with a customer's use of the Arval system bicycle rental system as well as the use of it in Leipzig.

Service Hotline: +39 0 350 36 54 51

Email: Arviassistenzabikesharing@nextbike.it

Internet site: <http://www.nextbike.it/arval/>