

GENERAL TERMS AND CONDITIONS FOR THE BIKE SHARING SYSTEM »NOMAGO BIKES KRANJSKA GORA«

The bike sharing system in the municipality of Kranjska Gora is named Nomago Bikes Kranjska Gora and provides an automated bike rental service. The operator and the service provider of the Nomago Bikes Kranjska Gora system is Nomago, storitve mobilnosti in potovanj, d.o.o., Vošnjakova 3, 1000 Ljubljana.

General terms and conditions of the bike sharing system ("general terms and conditions") in chapters I to VIII determine the rights and obligations for the use and rental of bikes, while the chapters IX. to XX. govern the contractual relationship between the system operator and the users.

All users of the Nomago Bikes Kranjska Gora system commit to act in accordance with these general terms and conditions. These general terms and conditions represent a contract between both parties according to Article 120 of the Obligations code of the Republic of Slovenia (OG RS nos. 97/07, 64/16 and 20/18).

I. Introductory provisions

- 1) Nomago, storitve mobilnosti in potovanj, d.o.o. ("operator") rent out e-bikes to registered users (hereinafter referred to as "user") if these products and services are available.
- 2) Nomago, storitve mobilnosti in potovanj, d.o.o. ("Service provider¹") performs system management, control, service and redistribution.
Contact information:
 - Address: Vošnjakova 3, 1000 Ljubljana
 - Website: www.bikes.nomago.si
 - Phone number: 01 431 77 60
 - E-mail: bikes@nomago.si
 - Call center number: 080 15 05
- 3) Website of the Nomago Bikes Kranjska Gora bike sharing system: www.bikes.nomago.si
- 4) The bike sharing system includes e-bikes, station marking equipment, stands and racks for e-bikes. The components of the Nomago Bikes Kranjska Gora system are branded as Nomago Bikes, a part of the nextbike network which provides bike sharing services all over the world. Its locations are available at: www.bikes.nomago.si.
- 5) The operator or the service provider will maintain the system in such a way that ensures 24-hour availability during the use of the systems. Force Majeure events are an exception to this clause. The operator is not liable for the availability of the bikes at individual points of the system.
- 6) The operator reserves the right to reduce the number of bikes in the system or to completely withdraw the bikes from the system due to unsuitable weather conditions for cycling and during the winter. The operator or the service provider will inform users about the duration of the limited operation or failure of the system accordingly.
- 7) The operator collects GPS location information and bike usage data (e.g. location of the rental bike at the beginning and end of the rental period, parking processes and location of the bike shall be collected insofar as it is necessary for the purpose of carrying out the contractual relationship with the customer. (This also includes the use of the data to detect and eliminate errors and malfunctions in the rental process and in the overall operation)).

¹ The service provider runs the system, controls the system as well as provides maintenance and redistribution.

II. Registration and confirmation

- 1) Application for registration ("application") is possible either via smartphone app, online at www.bikes.nomago.si or via call to the call center.
Underage users over 14 years of age are permitted to open a user account with the written consent of a parent or legal guardian, who complete the form at www.bikes.nomago.si. In such cases, the parent or legal guardian is consenting to claim joint liability in connection to any contractual breaches between the user and the operator. Parents or underage users can apply by sending completed written consent and registration form via e-mail to the address: bikes@nomago.si.
- 2) The users must provide the following to register for the use of the system: mobile phone number, name and last name, e-mail address, chosen rate according to the Nomago Bikes Kranjska Gora system price list, credit card number/PayPal or a direct debit form as well as their consent to the general terms and conditions.
- 3) Following receipt of all relevant personal data, the service provider decides whether or not to accept and approve the registration. As part of the application process, the operator gains authorization to utilize the services of the selected payment partner to check the creditworthiness of the applicant.
- 4) Upon registration, the applicant will receive a personal identification number (PIN) which they have to use to log into the mobile app and online customer account in the Nomago Bikes Kranjska Gora system.
- 5) Approval of the application shall result in the issuing of an activation notice. This notification may occur orally, in written form, via telephone, email or SMS.
- 6) If the user wants to rent bikes in other nextbike systems (not part of the Nomago Bikes Kranjska Gora system), they enter a contract with a different operator in accordance with the terms and conditions of other systems. Nomago d.o.o. is not liable to the users in any shape or form in regard to the use of such systems. The user provides his/her explicit agreement to the general terms and conditions of other operators and the acceptance of their regional price differences before using any other systems.
- 7) The fee that the user pays upon registering for the system via mobile application or on website is defined in the current price list for Nomago Bikes Kranjska Gora system and is added to the user account balance and can be used for rental costs in the future. The fee that the user pays upon registering for the system by calling the call center is defined in the current Nomago Bikes Kranjska Gora price list and is added to the user account balance and can be used for rental costs in the future. Dependent upon the choice of rates, the service provider is authorized to charge periodic rental fees.
- 8) The customer is obliged to inform the service provider immediately of any changes to their personal information which occur after the registration is successfully completed as long as the rental contract is still valid. This includes any information that is required for registration as well as any payment related information.
- 9) The user can order a customer card for the Nomago Bikes Kranjska Gora bike sharing system via e-mail in accordance with the current Nomago Bikes Kranjska Gora price list and in accordance with the instructions on www.bikes.nomago.si. If the user loses his/her customer card, he/she should immediately notify the customer call center or send a demand to deactivate his/her user card to the service provider's email address. Deactivating the card does not automatically deactivate the associated user account.

III. Terms and conditions for using the bikes in the Nomago Bikes Kranjska Gora system

- 1) The rental bikes may not be used:
 - a) by persons who are younger than 14 let (in accordance with article 1, chapter II of the general terms and conditions),
 - b) to carry other persons in particular children,
 - c) to return the bike outside of the official Nomago Bikes Kranjska Gora stations,
 - d) for hiring to third parties,
 - e) by individuals under the influence of alcohol, drugs and other illegal substances (zero tolerance for alcohol, illegal substances and other psychoactive substances)),
 - f) In unfavorable weather conditions (e.g. strong wind, rain, stormy weather) or any weather conditions that are unfavorable to bike usage, since the driver may experience such weather conditions to a greater extent in relation to a normal bike because the back wheel of the bike is covered.
- 2) The user is obliged to obey traffic laws and other legislation.
- 3) Freehand ("no-hands") operation of the bike is not allowed at any time.
- 4) It is forbidden to use the bike basket in an improper manner and/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, the operator is authorized to terminate the contractual relationship and block the user from further rentals and usage of the bikes.
- 7) Following the successful return of the rented bike, if the user wishes to reuse the returned bike, he/she shall be required to initiate a new rental process.
- 8) The user is explicitly forbidden from handing over (for free or against payment) the bike to a third party.

IV. Bike rental limitations

Unless otherwise agreed, the user can rent a maximum of three bikes using a single user account.

V. Duration of Rental

- 1) The chargeable rental period of a bike begins by automatically unlocking the frame lock on smart bike.
- 2) The user has to inform the operator of the end of the rental period in accordance with the provisions in chapter VIII. Upon provision of this information, the chargeable rental of the bike that will be recorded in the user account will end. The official end of the rental period shall be marked with the receipt of information by the user from the service provider through mobile application. The user must immediately inform customer service about any problems.

VI. The conditions and the instructions for bike rental

- 1) The user can rent a bike by using a mobile app, user card or by calling call center as long as their user account is active.
- 2) The user has to make her-/himself familiar with the conditions and the appropriate use of the rental bike before rental.
- 3) Users have the option to reserve a bike via the mobile app for a period of 10 minutes. The cost of the reservation is set out in the Nomago Bikes Kranjska Gora system price list.
- 4) The user is in addition obliged to check before use that the bike is in a roadworthy and safe condition (e.g. tires, brakes, lights etc.). The user should determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/she has to notify the customer call center, end the rental and immediately stop using the bike. If there is a

technical defect or deficiency after rental but before the user uses the bike, the rental will be canceled by the operator.

- 5) 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 user is obliged to call customer service.

VII. Parking of the Rental Bikes

- 1) The bike must be temporarily parked in plain sight. The user is obliged to follow road traffic regulations when temporarily parking the bike. 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 lock is to be used every time that the bike is temporarily parked.
- 2) In particular, it is not allowed to park rental bikes 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 rented bike must be locked properly when not in use.
- 4) The user shall not be allowed to park the bikes permanently in parks /green spaces or on private property. The user 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 with these terms will result in the charging of removal fees, unless the customer is able to show that the actual expense incurred was lower in accordance with the current price of the Nomago Bikes Kranjska Gora system list available online at www.bikes.nomago.si. Additionally, the renting user 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 general terms and conditions or legal regulations.

VIII. Returning the rented bikes

- 1) The returning of rented bikes outside the defined area of usage is not permitted. They can only be returned to official Nomago Bikes Kranjska Gora system stations which are published online (or in the mobile application).
- 2) The user must always place the rented bike into racks at the official Nomago Bikes Kranjska Gora system station by inserting e-bikes into e-bike racks. The user must push the bike into the rack and additionally lock the bike by pressing down the lever on the frame lock. The rental will end automatically.
- 3) If there are no free racks at the official Nomago Bikes Kranjska Gora system station, the user can return the bike by using the electronic lock. Bike must be parked near another bike on the station and the user must lock it by pressing down the lever on frame lock. The rental will end automatically.
- 4) If the user locks the bike with the smart lock outside the official Nomago Bikes station, the rental will not end.+
- 5) The user must remember the location where he/she returned the bike for at least 48 hours after returning the bike. This is required because of possible inquiries by the service

provider. The user must be able to provide this information to the service provider upon request for a period of 48 hours following the rental period.

- 6) If the service provider cannot find the bike at the location where the user logged out/returned the bike, the service operator will charge a failure to return fee which is specified in the currently valid price list of the Nomago Bikes Kranjska Gora system.

IX. The responsibility of the operator/service provider

- 1) Users must immediately notify the service provider if they notice any material defects on the bike during the rental. The operator 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. The operator will not be liable in cases of improper and/or unauthorized use of the bike in accordance with the provisions in chapter III.

X. The responsibility of the user

- 1) The user is solely responsible for any risks during the use of the system. The user takes full responsibility for damages caused by him/herself to the operator or third parties. The user is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof.
- 2) The user is obliged to use the system with appropriate caution, prudence and due care as well as in accordance with the general terms and conditions.
- 3) The user controls the rented bike and is obliged to use it in such a way that prevents it from being damaged, destroyed or lost.
- 4) If the user damages the bike or the bike is stolen because of the user's negligence, the user is liable for the costs for material and labor or recovery of stolen bikes to an amount up to but not exceeding 1.500,00 EUR for an e-bike. The limitation of liability above will not be applied if the user damages the bike on purpose or the damages are a result of gross negligence. In such cases, the operator will demand the reimbursement of all incurred expenses and damages. The user shall be made liable for all costs and damages incurred to the operator due to non-compliance with obligations under these terms and conditions.
- 5) The user will be informed immediately in case of any damage. The user is not liable for damages reported after 48 hours following the rental period have passed.
- 6) If the bike is stolen during the rental period, the user must immediately report the theft to the service provider.

XI. User obligations in case of accident

The customer is obliged to immediately inform the service provider in case of an accident. In cases of accidents involving not only the user, but also third-party property or other persons, the user is also obliged to immediately report the incident to the police. Failure to do so on the part of the user shall result in the user being liable for any and all damages incurred.

XII. Confidentiality of user information

- 1) The user is responsible for preventing unauthorized use of the user data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) The user may change the personal data anytime and as often as he/she wants.
- 3) If the user have reason to believe that his/her user data has been compromised or misused, they are to inform the service provider of this fact immediately.
- 4) The user may deactivate their customer account either online at www.bikes.nomago.si or by means of written notification sent to address in the contact information of the service provider, available in chapter I of these general terms and conditions.

XIII. Misuse and Exclusion

- 1) The service provider is entitled, in cases of due reason and in particular in cases of misuse, to cancel the awarded user rights, which means that the user account will be deactivated, and the user will not be able to use the services until he/she pays the outstanding debt.
- 2) The limitation of liability in article 2, chapter X, will not be applied if the user allows the misuse of his/her user data on purpose or due to gross negligence.
- 3) Any misuse of the card will be sanctioned by confiscating the card and deactivating the user account, which means that the user will no longer be able to use the system in the current year.

XIV. Fees, Prices and Calculations

- 1) Calculation of all fees and services by the operator will be conducted on the basis of the Nomago Bikes Kranjska Gora bike sharing system price list that is valid at the beginning of each individual use of the bike. The current price list is available at www.bikes.nomago.si. By accepting the general terms and conditions the user accepts the responsibility for paying all the incurred fees according to the price list.
- 2) Half-day rental is a partner tariff specified in the pricelist of the Nomago Bikes Kranjska Gora automated bike rental system and is valid 6 hours after registration in the system and payment of the half-day rental. The half-day rate applies to the rental of one bike per user.
- 3) Daily rental is a partner tariff specified in the pricelist of the Nomago Bikes Kranjska Gora automated bike rental system and is valid 12 hours after registration in the system and payment of the daily rental. The daily rate applies to the rental of one bike per user.
- 4) The operator can also offer special promotional or partner rates as a part of marketing promotions or partnership agreements. Additional information about such discounts will be published on the Nomago Bikes Kranjska Gora system website.
- 5) The seasonal rate (seasonal subscription) specified in the price list of the Nomago Bikes Kranjska Gora automated bike rental system is valid during the system operation season in the calendar year of tariff purchase. Seasonal rate become valid after registration in the system and payment of the seasonal rate. The seasonal rate applies to the rental of one bike per user.
- 6) The user can cancel the seasonal rate which is determined in the valid price list for Nomago Bikes Kranjska Gora bike sharing system without cancellation costs for a maximum of 14 days from the date of purchase of the seasonal rate. In this case, 100% of the value of the seasonal rate is returned to the user. In case of cancellation by the subscriber after the seasonal rate has already been concluded, more than 14 days from the date of purchase of the seasonal rate, 100% of the seasonal rate value represents the amount of the cancellation fee for withdrawal from the rental relationship.

XV. Payments

- 1) The user is obligated to pay the billed amounts by means of credit card, through Paypal or by electronic transfer (direct debiting). The user may change their preferred method of payment at any time.
- 2) If it is 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, the operator will charge the customer with additional expenses incurred in accordance with the current price list of the Nomago Bikes Kranjska Gora bike sharing system published at www.bikes.nomago.si unless the user is able to show that the actual expense incurred was lower. In individual cases and insofar as the user is unable to show that the expense was indeed lower, the claims made by the operator may amount to but not exceed the actual expenses incurred.
- 3) If the user's payment is late, he/she is charged legal interest. Reminder fees in accordance with additional administrative effort and expense incurred may also be charged to the user.

- 4) If the payment is delayed for at least two months or is more than 50 EUR, the operator can immediately deactivate the user account, until the user meets his/her obligations.
- 5) Payment methods:
 - a) On website or by using mobile application with credit card or through PayPal.
 - b) Via electronic transfer (direct debit) to the service provider's bank account.

XVI. Billing, Rental Lists, Controlling

- 1) The service provider will issue an invoice according to the current price list of the Nomago Bikes Kranjska Gora bike sharing system, available at www.bikes.nomago.si. The finalized rental processes (including costs and time periods) may be viewed by the customer in their user account or profile at www.bikes.nomago.si as well as in the mobile 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 non-compliance with these terms and conditions and/or service fees).
- 2) The user is charged automatically when he/she selects whether he/she wants to pay the seasonal rate, partner tariff or pay for a single ride. The service provider reserves the right to demand payment by customers either via telephone or in written form.
- 3) If the users want to issue a complaint to the charged fees, they must submit said complaint in writing within 30 days of receiving the invoice.

XVII. Termination of the contract

- 1) Both parties may terminate the contract at any time. This article does not affect the right to pursue extraordinary termination of the contract as stated in these general terms and conditions.
- 2) The user may deactivate their customer account either online at www.bikes.nomago.si or by sending a written notice to the service provider at the address that is stated in chapter I of these general terms and conditions or by sending an email to the address: bikes@nomago.si.
- 3) Special rates (e.g. seasonal rate) are linked to specific contractual periods. The conditions for termination are available in article XIV.

XVIII. Personal data protection

By accepting the general terms and conditions the user also accepts:

- 1) The operator (and the service provider) collects, stores and uses personal data of the users, where it is necessary to fulfill its contractual obligations or the realization of the contract between the user and operator or to fulfill any other legal duty. The operator acts as the personal data controller.
- 2) For the purpose of payment, the user's payment data will be transferred to contractual payment processors who consist of the service provider and any subcontractors that process payments and provide accounting services for the rental fees. Following the registration process, this data will no longer be visible to employees of the operator or service provider.
- 3) If the user uses the global nextbike system as described in paragraph 6 of article II of these general terms and conditions, he/she enters a contract with a different operator that acts as a data controller. The user therefore agrees that this data controller will process user data in accordance with their own general terms and conditions and/or privacy policies.
- 4) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy, available online at www.bikes.nomago.si.

XIX. Conflict resolution

These general terms and conditions will be governed by the laws of the Republic of Slovenia. The operator and user will endeavor to amicably settle any conflicts about the execution and consequences of these general terms and conditions. If the conflict cannot be resolved amicably, the operator and the user will resort to mediation and other alternative conflict resolution methods. If this does not prove successful, the conflicts will be resolved in a court of law in Jesenice.

XX. Final provisions

- 5) These general terms and conditions are valid from July 1st 2022. The current terms and conditions are posted at www.bikes.nomago.si. Any change will be visible on the website or mobile renting app.

PRIVACY POLICY

Personal data controller is:

NOMAGO, storitve mobilnosti in potovanj, d.o.o.

Telephone number: 01 431 77 60

Email address: dpo@nomago.si

Collecting, processing and using personal data

We collect, manage and process your personal data only in accordance with the purpose that is set in our Nomago Bikes Kranjska Gora bike rental contract to which you agreed.

Some examples of personal data that we require in accordance with the above-mentioned purpose:

- User information: Name, last name, gender, date of birth, address, postal code, city, e-mail address, mobile phone number, phone number, PIN, activation code, user ID, yearly rental selection, credit balance,
- Website usage information: IP address, browser data and website addresses, cookies (while using the website).
- Information on the use of bicycle: the designation of the bicycle station, the time and location of bike rental and return, number of the bike, GPS location before and after the rental
- User Payment details: credit card number and validity, bank account number and bank name
- Information on the use of the mobile application: user information, information on the use of bicycle, information of user location

Our cookie policy is available at: <https://www.nomago.si/piskotki>

Personal data retention period:

We need the above-mentioned information to identify users, process payments and resolve potential claims. We will save your personal data as long as you have an active user account and a year and a half after you deactivate your user account. After this time, we will delete your data. We will delete the user account and personal data of users whose account has been inactive for a year and a half or until the user requests deletion or by deleting all other customer information.

Your personal data will be used by the following contractual personal data processors in accordance with the contracts between the operator and the service provider Nomago d.o.o.: Sustav javnih bicikala d.o.o., nextbike GmbH, Grom d.o.o., Infobip LTD, third party online payment processor.

Your rights in connection to personal data protection

Right to be deleted/forgotten

You can demand access to data that the data controller collected about you or demand immediate deletion of your personal data at any time.

We are obliged to immediately notify you if any part of your personal data is corrected, updated or deleted.

The right to revoke consent

If, as an individual, you have consented to the processing of personal data for one or more purposes of processing, you have the right to revoke your consent at any time. Upon receipt of the revocation of your consent for one or more purposes of processing, the controller will immediately stop processing your personal data for this purpose.

Revocation of consent to the processing of personal data does not affect the lawfulness of the processing of personal data concerning you until your revocation, and the use of such personal data for statutory or contractual purposes.

The right to limit the processing of personal data

You have the right to demand that the data controller corrects or updates your personal data if it is incorrect or incomplete.

We are obliged to immediately notify you if any part of your personal data is corrected, updated or deleted.

The right to limit the processing of your personal data

You can demand at any time that we limit the processing of your personal data if it is inaccurate, illegal, there is no more purpose for its processing or by objecting to the processing.

The right to transfer your data

You have the right to demand that we transfer all your personal data that we are processing over to you at any time.

You have the right to demand that we transfer all your personal data that we are processing over to another data controller at any time.

The right to object

Any use of your personal data for sending informational or promotional materials requires your explicit approval. If you receive informational or promotional materials based on your agreement, you can demand that we stop using your data in such purposes in writing at any time.

You can send any demands pertaining to the above-mentioned rights by mail to the address of the data controller, stated in the introduction to this Privacy policy.

The right to access personal data that is connected to you

You can demand to know whether any personal data in connection to you is being processed or accessed at any time. You can also demand the following information: purpose of data processing, type of your personal data, users of your personal data, approximate storage time of your personal data, source of your personal data.

Personal data protection risks

Perfect safety is unfortunately impossible no matter how hard we try to protect data. There is always a chance that our systems will be breached or that an unforeseeable error threatens the security of your personal data.

If the safety of your personal data is compromised and if there is a chance that such safety breaches could jeopardize your rights and liberties, we will immediately notify you.

If the safety of personal data protection is compromised, we will notify the competent authorities about this fact immediately or no later than in 72 hours.

The right to file a complaint

If your personal data protection rights have been violated, you have the right to file a complaint to your competent supervisory authority by writing to the following address Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana or to: gp.ip@ip-rs.si.

Important information in connection to the processing of your personal data

We hereby commit that we will process any collected personal data only in accordance with the purposes contained herein and in accordance with the Personal Information Protection and Electronic Documents Act and other relevant local legislation as well as in accordance with the EU regulation on the protection of individuals with regard to the processing of personal data 2016/679 (GDPR).

You can send any questions, requests for clarification or requests to honor your personal data protection rights directly to the data controller that is stated in the introduction to this Privacy policy.

Validity of the Privacy Policy

We reserve the right to adapt or update the Privacy Policy without prior notice due to changes in legislation. The current version published here is valid at all times.

Any changes to this Privacy Policy will be posted on this website

Version: 01, valid as of: 1. 7. 2022