

# General terms and conditions (GTC) for 'nextbike' bicycle rental systems, operated by nextbike Sverige A.B.

## § 1 Scope and subject of these General Terms and Conditions (GTC)

1. nextbike Sverige A.B. ("Provider" or "nextbike") rents cargo-bikes to registered customers ("customer") in Gothenburg ("usage area"), as long as they are available. These General Terms and Conditions regulate the relationship between nextbike and the respective customer with regard to registration (framework agreement, setting up a customer account) as well as the conditions when concluding individual rental agreements. Paragraphs 1 to 8 regulate the rights and obligations relating to the use and rental of rental bicycles. Paragraphs 9 to 20 regulate the business relationship between nextbike as the operator of the bicycle rental system and the customer.
2. Renting and returning are possible via the smartphone app, at the rental terminal, in person at cooperation partners or by telephone.
3. The contracts are concluded in Swedish. In the event of contradictions between the Swedish and English versions of the General Terms and Conditions, the Swedish version takes precedence.
4. An overview of the individual locations can be found at [www.nextbike.de](http://www.nextbike.de). If one is intended to be used Nextbike brand, for if conditions other than these apply, the customer will be informed of the validity of different general terms and conditions.

## § 2 Registration and confirmation

1. You can apply for registration ("application") via the smartphone app, internet, at the rental terminal or in person Cooperation partners possible. Only those who have reached the age of 18 at the time of registration can be a customer. If there are exceptions to this, they will be pointed out on the websites of the individual usage rooms.
2. After submitting the relevant personal data, the provider decides whether to accept the application to conclude a framework agreement. The application is accepted through notification of activation. This can be done verbally, in writing, by email, by SMS or at the rental terminal. When registration is successfully completed, a framework agreement is concluded between the customer and nextbike and the customer receives a customer account.
3. When registering, the customer receives a personal identification number (PIN), which they can use to log into the smartphone app and their online customer account and conclude rental agreements.
4. Registering as a customer via the Internet, smartphone, at the rental terminal or in person at cooperation partners is free of charge. For paid journeys, a valid means of payment must be deposited before the start of the journey. To verify the payment method, an initial credit of €1 is debited, which is credited to the customer account and offset against the rental prices incurred during use. Depending on the tariff choice, the provider is entitled to regularly raise rent demands. The amount of these fees can be inquired by telephone or can be viewed in the nextbike app under the "Prices" tab or on the respective website of the rental system

5. The customer is obliged to inform nextbike immediately of any changes to his personal data as well as his data necessary for billing that occurs during the business relationship.

## § 3 Start and duration of the rental agreement

1. The paid rental of a rental bicycle begins when nextbike notifies the customer of the code for the combination lock or when the bicycle is opened in the nextbike app.
2. The customer informs the provider of the intention to end the rent (in accordance with the formal requirements in accordance with Section 8 Para. 5) with. When nextbike receives this return notification and the return process is completed, the rental period and thus the Rentcost calculation for the customer. The return process is completed once the customer has received the return confirmation from nextbike. If there are any problems, customer service must be informed immediately via the service hotline.

## § 4 Rental limit

In principle, each customer can rent one cargo bike from the bicycle rental system at the same time using their user data (if there are exceptions to this, this will be indicated on the websites of the individual usage rooms). In individual cases and depending on availability, a different agreement with nextbike is possible.

## § 5 Terms of Use

1. The rental bikes may not be used:
  - a. by people who are younger than 18 years of age, unless the terms of use in the respective usage area allow a contract to be concluded with a person who has not yet reached the age of 18. The applicable terms of use can be found on the respective websites of the individual usage rooms,
  - b. for trips outside Sweden, unless nextbike grants consent,
  - c. for subletting,
  - d. of drivers who are under the influence of alcohol or drugs (zero alcohol limit).
  - e. When using the bicycles in strong winds and stormy weather or in the presence of other weather conditions that could affect riding safety, it should be noted that the effects of the weather conditions are felt more strongly by the rider than with a normal bicycle, due to the advertising signs which are mounted on the bicycle.
2. The customer is obliged to observe the rules of the road traffic regulations.
3. The rental bicycles may not be ridden hands-free at any time.
4. The loading areas of transport bicycles may be loaded with a maximum load of 70 kg.
5. It is prohibited to carry out any modifications or modifications to the rental bike or to secure the rental bike with a lock other than the one provided by nextbike
6. After receiving the return notification for the used rental bike, the customer may no longer use the rental bike. In

General terms and conditions (GTC)  
for 'nextbike' bicycle rental systems,  
operated by nextbike Sverige A.B.

order for this customer to use the rental bike in question again, it must be rented again.

7. If a customer allows a third party to use a rental bicycle they have rented, the customer must ensure that the third party observes the provisions of these General Terms and Conditions like a customer. The customer must represent the actions of the third party to nextbike as if they were their own actions. When handing over the bicycle to a third party, it is particularly important to ensure that the person is over 18 years of age.

#### § 6 Condition of the rental bike

1. Before renting, the customer must familiarize themselves with the general functionality of the rental bike. If there is an obvious defect or impairment of functionality at the start of use or traffic safety, or if such a defect or impairment occurs during use, the customer must inform the provider immediately and stop using the rental bike immediately. If there is a defect in the rental bike after the rental and before the start of the journey, the rental will be canceled by the provider.
2. Obvious defects such as tire damage, damage to rims or gear shifting defects must be reported immediately. If the bike is found unlocked, the customer is obliged to report this to nextbike.

#### § 7 Parking the rental bike

1. The rental bike must be parked in a clearly visible place. Every time a rental bicycle is parked, the customer undertakes to comply with the rules of the road traffic regulations and to ensure that the rental bicycle does not impair traffic safety, does not hinder other road users or does not damage vehicles and other objects. In any case, the integrated stand of the rental bike must be used to park it or the bike must be pushed into a stand provided for this purpose at the corresponding station.
2. In particular, the rental bicycle may not be parked or left:
  - a. at traffic lights,
  - b. at parking ticket machines or parking meters,
  - c. on street signs,
  - d. on sidewalks if the passage width is less than 1.50 m,
  - e. in front of, on and on rescue routes and fire brigade access zones,
  - f. if this obscures the stationary advertising of a third party.
  - g. by connecting to fences of private or public houses and facilities
  - h. on public transport train and bus platforms
  - i. at public bike racks
  - j. in buildings, backyards or in vehicles
  - k. on guidance systems for the blind
  - l. on or in front of mailboxes

m. in front of gates and doors or in their swing area

n. in or in front of entrances

3. The rental bike must be locked correctly and securely, even if the customer is only parking it temporarily. Further information can be found in our FAQ <https://gothenburg-cargo.nextbike.com/faq> to read
4. The rental bicycles may only be parked on non-public property if the owner or authorized person has permission.
5. In the event of a culpable violation of paragraphs 1-4, the customer promises to pay a contractual penalty of 500 SEK. The assertion of a claim for damages that goes beyond the contractual penalty remains nextbike expressly reserved.

#### § 8 Return regulations

1. Returning rental bicycles outside the defined usage area is generally not permitted.
2. The bicycle must be parked in a clearly visible place. To return the bike, it must be parked locked at the locations or stations published on the internet or in the smartphone app.
3. The customer is obliged to notify the provider of the termination of the rental agreement by telephone, on the Internet, via smartphone app, at the rental terminal or via BikeComputer and to provide the exact location (station name or station number or GPS coordinates, street corner or address) or (if the return takes place automatically after the lock is closed) check in the app whether the automatic return was successful.
4. If the customer, due to his own fault, parks the rental bike contrary to the regulations under paragraphs 1 to 2, provides incorrect information about the location or forgets to lock the bike, the customer promises to pay a contractual penalty of 500 SEK. Nextbike expressly reserves the right to assert a claim for damages that goes beyond the contractual penalty.

#### § 9 Liability of the provider

1. In the event of defects that arise after the conclusion of the contract, nextbike is liable to the customer in accordance with the statutory provisions in cases of intent or gross negligence on the part of nextbike, a representative or a vicarious agent. Otherwise, nextbike is only liable for injury to life, body, health or culpable violation of essential contractual obligations. The claim for damages due to breach of essential contractual obligations is limited to the foreseeable damage typical for the contract. Otherwise, nextbike's liability is excluded.
2. The provider is not liable in the event of unauthorized and/or unauthorized use of the rental bicycle in accordance with Section 5. Unless the damage occurred due to intentional or grossly negligent behavior on the part of nextbike or the

General terms and conditions (GTC)  
for 'nextbike' bicycle rental systems,  
operated by nextbike Sverige A.B.

damage would have occurred regardless of the unauthorized/unauthorized use.

#### § 10 Liability of the customer

1. The customer is responsible for any damage caused culpably by the customer. The customer is responsible for ensuring liability damage. Claims for recourse by nextbike's liability insurer against the customer remain unaffected.
2. The customer must immediately report the theft of a rental bicycle during the rental period.

#### § 11 Behavior in the event of an accident

Accidents must be reported immediately. If, in addition to the customer, other people or third-party property are involved in the accident, the customer is also obliged to notify the police. If the customer culpably disregards this obligation to notify, he will be liable for any damages to the provider resulting from the violation of this obligation.

#### § 12 Confidentiality of personal user data

1. The customer must ensure that his personal user data, in particular his personal password (PIN), is protected from unauthorized access by third parties.
2. The provider expressly points out that no employee of the provider is authorized to query the password.
3. The customer can change his user data at any time and as often as he wants. If the customer becomes aware of any indications that his personal user data is being misused, he is obliged to inform nextbike immediately.

#### § 34 Calculation and prices

1. The customer undertakes to pay the rental prices applicable in the respective rental system. This is the total price, which includes the statutory sales tax. The rental price is due upon termination of the rental agreement. The respective rental prices are displayed to the customer in the nextbike app under the "Prices" tab.
2. If the customer cancels his customer account (see Section 16 Paragraph 1), the special tariff booked for this customer account will automatically be canceled at the earliest possible date. The right to extraordinary termination remains unaffected.
3. Canceling a special tariff does not automatically delete the customer account with nextbike. If this is desired, the customer can terminate his customer account in accordance with the provisions of Section 17 Paragraph 1.

#### § 14 Payment and late payment

1. The customer is obliged to pay the fees using a payment method that can be selected during registration. The customer is able to change the payment method stored in his customer account at any time.
2. If a direct debit is not honored due to a lack of funds for which the customer is responsible or for other

reasons for which the customer is responsible, the provider will invoice the additional expense incurred.

3. If the customer is in default, interest of 5 percentage points above the respective base interest rate will be charged, subject to the assertion of further damages for default. Reminder fees are also calculated based on the effort involved.
4. If the customer is in arrears with payments for at least two months or in the amount of at least €15, nextbike is entitled to make all claims against the customer due immediately and to stop the contractual services until the customer has met all of the obligations due in total.

#### § 15 Billing, trip listing and testing

1. The provider charges the customer fees according to the respective prices are invoiced, which are displayed to the customer in the nextbike app under the "Prices" tab and which apply in the respective rental system in which the customer rented. The completed processes, including cost and time information, can be viewed by the customer in the customer account at <https://www.nextbike.de> and in the app. This list of all rental transactions carried out does not include extraordinarily charged transactions that cannot be recorded automatically (e.g. fees or service fees due to non-contractual use).
2. The debit takes place automatically. However, nextbike reserves the right to request customers to pay outstanding amounts in writing or by telephone.
3. Objections to charges in favor of the provider must be made in text form within 30 days of billing. The customer's claims after the expiry of the deadline, even if there are justified objections, remain unaffected. The customer's repayment claims will be credited to his customer account and offset against the next due claim, unless the customer gives other instructions.

#### § 16 Termination

Both contractual parties can terminate the framework contractual relationship (customer account) at any time, subject to two weeks' notice. The right to extraordinary termination remains unaffected. The customer can terminate his customer account on the Internet at [www.nextbike.de](http://www.nextbike.de) or by notification in text form.

#### § 17 Changes to the General Terms and Conditions, adjustment of fees

Changes to the General Terms and Conditions are only permitted if this does not fundamentally change the structure of the contract, in particular if the equivalence relationship between performance and consideration is not changed to the detriment of the customer. They are particularly permissible if a gap in the regulations or a disruption of the equivalence relationship subsequently arises, e.g. due to changes in the legal situation, case law or market conditions or due to new technical developments. nextbike reserves the right to adjust prices. This change is made at reasonable discretion and is only possible if

General terms and conditions (GTC)  
for 'nextbike' bicycle rental systems,  
operated by nextbike Sverige A.B.

and to the extent that there are verifiable cost increases in the remuneration segments relevant to nextbike (in particular insurance costs, financing, procurement costs, personnel costs, taxes, maintenance and cleaning) compared to the prices at the time of conclusion of the contract or the last change etc.) have taken place. The price change takes place within the scope of and to compensate for the corresponding cost increases. Changes to the terms and conditions and prices will be announced to the customer in text form or by email at least six weeks before the change. The changes are considered approved if the customer does not object to nextbike in text form or by email within one month of notification. Nextbike will specifically point out this legal consequence when making the announcement. If the customer does not exercise this right, the contract will continue under the changed conditions or prices. If the customer objects, each party has the right to terminate the contract with ten days' notice by email or in text form.

**§ 18 Data protection**

1. nextbike collects, processes, uses and stores the customer's personal data to the extent that this is necessary to provide the services offered, to carry out the contractual relationship with the customer or for other purposes provided for by law. nextbike undertakes to use this data exclusively in accordance with the provisions of the Federal Data Protection Act and the General Data Protection Regulation.
2. nextbike is entitled in the event of administrative offenses or criminal proceedings to pass on information about the customer, in particular the address, to the authorities to the extent necessary.
3. To carry out the payment, the customer-specific data is passed on to our payment service providers for verification and further billing of the rental fees. After registration, the information is no longer visible to nextbike employees.
4. For further information on personal data processing, please see our data protection regulations (under the data protection tab in the app or on the internet <https://gothenburg-cargo.nextbike.com>).

**Service hotline: +46 317679438**

**Email: [info@gothenburg-cargo.nextbike.com](mailto:info@gothenburg-cargo.nextbike.com)**

**Internet: <https://gothenburg-cargo.nextbike.com>**