

## **General Terms and Conditions (GTC) for Bicycle Rental Systems Operated by Nextbike Malta Ltd ("Nextbike").**

These general terms and conditions apply to the use of rental bikes provided by Nextbike and operating in the Republic of Malta and all other areas where these terms and conditions may apply legally. In other countries, or partner systems, the terms and conditions of the partners apply.

Paragraphs 1 - 8 of these terms and conditions define the rights and obligations for the use and rental of Nextbike bicycles.

Paragraphs 9 - 19 define the business relationship between Nextbike and its customers.

### **1 Scope of the GTC**

- 1) Nextbike rents bicycles to registered customers in as far as the products and services are available.
- 2) Fully automated rental and return is possible by telephone, mobile app, at a rental terminal (where available) or using an on-board computer (where available).
- 3) Individual agreements, which deviate from the GTC, must be agreed in writing by Nextbike in written form.

### **2 Registrations and Confirmation**

- 1) Registration (application for registration with Nextbike) is possible by telephone, mobile app, at a rental terminal (where available) or with a cooperating local partner.
- 2) Following the provision of all relevant personal data, Nextbike has the right to accept or refuse the application.
- 3) As part of the approval process, Nextbike is authorized to check the creditworthiness of the applicant using the services provided by its payment gateway partner. As part of this process, a non-refundable €5 credit transaction will be carried out. This €5 will be available to the user as starting credit.
- 4) Upon successful registration, the applicant shall receive a personal identification number (PIN). This PIN allows for, among other things, logging into the customer account at [www.nextbike.com.mt](http://www.nextbike.com.mt).
- 5) Approval of the application occurs when Nextbike notifies the applicant of activation of a customer account. This notification may be given orally, in written form, by telephone, via email, SMS or at a rental terminal.
- 6) Following successful registration as a customer of Nextbike, the customer is able to use any Nextbike bicycle worldwide. An overview of the individual Nextbike locations may be viewed at [www.nextbike.com](http://www.nextbike.com). Rates vary according to location.
- 7) The registration process is free of charge for applicants; however, a valid means of payment must be available before rentals can be made. Nextbike is, therefore, authorized to pre-authorize and to charge periodic rental fees in accordance with the chosen tariff. The amount of these fees may be requested and the current pricelist is also available at [www.nextbike.com.mt](http://www.nextbike.com.mt) and listed on any nextbike station.
- 8) The customer is obliged to inform Nextbike immediately of any changes to their personal information. This applies especially, but is not limited to, information regarding payment (debit or credit card number, banking information).
- 9) Nextbike and their licensing partners may send additional information other than that which is necessary for the rental itself (bike no., lock code, etc.). This may include, but is not limited to, information from sponsors and partners.

### **3 Terms and Conditions of Use**

- 1) The rental bikes may not be used:
  - a) by persons who are younger than 16 years old (unless accompanied by an adult or a member of a partner which nextbike has agreed to make an exception for).
  - b) to carry other persons including children.
  - c) to transport flammable, explosive, toxic or dangerous materials or substances.
  - d) to participate in bicycle races or bicycle test events without the prior, written consent of Nextbike.
  - e) to sub-rent to third parties.
  - f) in strong wind or stormy weather.
  - g) under the influence of alcohol or drugs.

- 2) The customer is obliged to obey all road and traffic safety laws and regulations.
- 3) Cycling 'hands free' is not allowed and it is strongly recommended that users wear appropriate safety and helmet equipment whilst cycling
- 4) Improper use of the bicycle basket is forbidden including overloading (maximum allowable load is 5kg). The customer is obliged to ensure that all transported goods and items are fastened and/or secured properly at all times.
- 5) Unauthorized modifications or alterations to the bike are not allowed.
- 6) Should Nextbike be made aware of unauthorized or improper use of the rental bike, Nextbike is authorized to terminate this agreement 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 continue use of the bike with the given rental-code. To use the returned bike again it is necessary to initiate a new rental. Continued use of the bike following the return of the bike incurs a penalty of €15.
- 8) The customer is not allowed to change the provided lock code or to provide it to third parties. In cases where it is found that a lock has been vandalized or tampered with, a penalty of €25 will be applied. Nextbike also reserve the right to recover lost revenue from such abuse should it occur.

#### **4 Rental Limitations**

- 1) Each customer may rent up to four bikes on one customer account at one given time.
- 2) Any reduced tariff including the subscriber fare is only valid for one bike at a time and any other simultaneous rentals will be charged at the regular rate.
- 3) Individual arrangements subject to the availability of rental bikes are possible upon approval by Nextbike.

#### **5 Duration of Rental**

- 1) The chargeable rental of a bike begins with the provision of the code for the bicycle lock by Nextbike to the customer.
- 2) The customer must notify Nextbike when ending a rental period in accordance with clause 6. Upon provision of this information, the chargeable rental period for the bike will end. The customer will receive confirmation on the app or on the display of the rental terminal. This shall mark the end of the rental period.
- 3) Customer service is to be informed immediately in cases of problems at the time of rental or return. Untimely notification of such shall mean that any associated claims are invalid.

#### **6 Bike Condition**

- 1) The customer is to make themselves familiar with the bike and the appropriate use of the rental bike before use.
- 2) The customer is obliged to check that the bike is in a roadworthy and safe condition before rental (in particular screw and component fixings, frame condition, tyre pressure, brake system, lights).
- 3) Should the customer find technical defects at the beginning of, or at any point during, the rental period, he/she is to notify Nextbike customer service and to end the rental and use of the bike immediately. Defects such as tyre damage, rim defects or gearshift failures must also be reported directly.

## 7 Return and Parking of the Rental Bike

- 1) The bicycle must be parked in plain sight. The customer is obliged to follow road traffic and safety regulations when parking. Furthermore, he/she must ensure that the bike is parked safely, 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 whenever the bicycle is parked and the bike is to be placed in the provided bike racks at the rental station when applicable.
- 2) In particular, it is not permissible to park rental bikes at:
  - a) traffic lights
  - b) parking ticket machines
  - c) traffic signs
  - d) walkways that are thereby reduced to a width of less than 1.5 metres
  - e) in front of, in, or near emergency exits or fire service zones
  - f) where the bike covers local advertisements
- 3) The rental bike must be locked when not in use, even if the customer leaves the bike unattended for only a short time. Unattended bikes will be collected by the Service Team and a charge of €25 applies for bikes left unlocked.
- 4) Failure to comply will be subject to service fees according to the current price list available online at [www.nextbike.com.mt](http://www.nextbike.com.mt) . Additionally, the renting customer shall be responsible for payment of any official fines incurred as a result of noncompliance with these or other local regulations.
- 5) It is not permitted to park the bikes in buildings, backyards or vehicles for any length of time.

## 8 Returning of Rental Bikes

- 1) The returning of rental bikes can only take place at official Nextbike stations as listed on the app maps.
- 2) The bike must be returned so that it is clearly visible (not hidden). The bike must be returned to a station location published online (or in the App) and locked using the lock provided. The customer is to register their return with Nextbike by telephone, mobile app, at a rental terminal (where available) or using an on-board computer (where available).
- 3) The customer must be able to provide this information to Nextbike upon request for a period of 48 hours following the rental period.
- 4) Should the customer not return the bike at an official station as described in paragraphs 5 and 6 or provide false information or not to return the bicycle correctly, a service fee of €15 will be charged by Nextbike to the customer in accordance with the current price list as published on [www.nextbike.com.mt](http://www.nextbike.com.mt).

## 9 Liabilities

- 1) The customer uses the services provided by Nextbike at their 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 Nextbike's liability insurer against a customer remain unaffected.
- 2) The customer accepts liability from the moment of receiving the lock code until successful return (max. 48 hours) or another customer has rented the bike. In cases of bike damage being discovered, Nextbike will inform the customer immediately. The customer shall not be made liable for damages that the company did not inform the customer of within 48 hours following the end of the rental period. The customer is liable for damages resulting from theft of or damage to the bicycle for the 48-hour period following the rental during which a Nextbike employee will check the bike. This liability shall amount to the specific material and labor costs up to but not exceeding an amount of €250 for analogue bikes and €1,500 for an electric bike. This liability limitation shall not apply in cases where the customer themselves has caused the damage intentionally or as the result of gross negligence. In such cases the amount of liability claims applicable shall be determined by the actual amount and real value of damage incurred.
- 3) The customer accepts liability for all costs and damages that occur due to noncompliance with their obligations as defined in these General Terms and Conditions.
- 4) Nextbike is liable for intentional damages and gross negligence towards their customers.
- 5) For all other defaults of contractual obligations (contractual duty) the company shall be made liable only for reasonable damages. Nextbike is not liable for damages to items or personal property transported using the bicycle. In all other cases liability on the part of Nextbike is expressly excluded. Nextbike shall not be liable in cases of improper and / or unauthorized use of the bicycle in accordance with section 2.

- 6) If the bicycle is stolen during the rental period, the customer must report the theft immediately to Nextbike and to the police. The bike identification number must be provided. Nextbike must be provided with the police accident report as soon as this is available.

#### **10 Procedures in Cases of Accidents**

- 1) In case of an accident involving not only the user, but also third parties or their property, the customer is obliged to report the accident to both the police and Nextbike immediately.
- 2) Should the customer fail to inform Nextbike, the customer shall be liable for any damages sustained by Nextbike.

## 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 Nextbike expressly states that Nextbike employees are not authorized to and will never request / ask for the customer password.
- 2) The customer may change the personal data anytime and as often as he/she wants.
- 3) Should the customer have reason to believe that his/her user data has been misused, they are to inform Nextbike immediately.
- 4) A customer may deactivate their user account at any time online or by calling the Nextbike hotline.

## 13 Account Blocking

- 1) Nextbike is entitled, at their own discretion and in particular in cases of misuse, to terminate this agreement and thereby exclude customers from using the Nextbike services and bicycles.
- 2) The limitation of liability provided for in section 8 para. 2 shall not be valid should the customer allow the misuse of his/her customer data intentionally or by gross negligence.

## 14 Fees, Prices and Calculations

- 1) Nextbike'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 a bicycle. Rental prices are available to view in the current price list.
- 2) Special rates (e.g. annual subscription) 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) The annual subscription is valid for 12 months. The validity is automatically extended by one year, unless the customer cancels the card in writing or by telephone 4 weeks prior to expiration.
- 4) Termination of a special tariff does not automatically result in deletion of the customer's Nextbike account. If this is desired, the customer may delete the customer account manually. This may be done in the personal customer profile found at [www.nextbike.com.mt](http://www.nextbike.com.mt).
- 5) Nextbike has the right to charge a penalty fee for misuse of the service as follows:
  - a) Lock code tampering including code change @ €25.00
  - b) Replacement of a missing lock @ €25.00
  - c) Return of bike to incorrect location or non-official station @ €10.00 plus €1.00 per kilometre from nearest official station.
  - d) Insufficient credit balance €5.00
  - e) Leaving bike unlocked on return €25.00
- 6) The user will be notified of the impending penalty and given a chance to present sufficient evidence to prove that they were not responsible for the misuse.

## 15 Payment and Delayed Payment

- 1) The customer is obliged to pay the billed amounts by means of a credit card, debit card or by electronic transfer (direct debiting). The customer may change their preferred method of payment at any time.
- 2) Should the Customer not be able to pay debts as they fall due owing due to insufficient funds in the customer's bank or card account or for other reasons for which the customer is responsible, Nextbike will charge the customer with the additional expenditure in accordance with the current price list published at [www.nextbike.com.mt](http://www.nextbike.com.mt) unless the customer is able to show that the actual expense incurred was lower. In individual cases and insofar as the customer is unable to show that the expense was indeed lower, the claims made by Nextbike may be for, but not exceed, the actual amount of expense incurred.
- 3) If the customer defaults on a payment, default interest will be charged at a rate of 6 percentage points over the base interest rate. Administrative fees incurred shall also be charged to the customer.
- 4) If the customer defaults on a payment, Nextbike shall be entitled to demand immediate payment of all further claims against the customer and discontinue the contractual services until the customer has satisfied all payments

## **16 Billing, Renting Lists, Controlling of Rentals**

- 1) Nextbike charges fees to its customers according to the current rate and price list. A list of concluded rental processes (including costs and time periods) may be viewed by the customer in their account at [www.nextbike.com.mt](http://www.nextbike.com.mt). This listing of all completed rental processes does not include items which are non-standard and cannot be included by the automated system (such as fees due to contractual non-compliance and / or other service fees).
- 2) Debiting of the customer's account occurs automatically. Nextbike does reserve the right, however, to demand payment by customers either by telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to Nextbike within one week of receipt of the invoice. Customer claims after expiry of this objection period, or in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customer's account and used to offset the next due payment unless other instructions are received from the customer.
- 4) The customer is entitled to offset claims against Nextbike only if the claims are undisputed or non-appealable.

## **17 Terminations and Deletion of Customer Information**

- 1) Both parties may terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The customer is able to delete their customer account manually. This may be done in the personal customer profile found at [www.nextbike.com.mt](http://www.nextbike.com.mt).
- 2) Special rates (e.g. annual subscription) are linked to specific contractual periods. Conditions for termination of special rates are specified in section 14 para. 3. Upon termination of a special rate, the customer card may be returned to Nextbike at Le Meridien Hotel & Spa, St. Julian's, Malta.

## **18 Privacy Policy**

- 1) Nextbike is authorised to save customers' personal data and to use that data only in compliance with the provision of the Data Protection Act (Cap. 440).
- 2) Nextbike is entitled to disclose information about the customer to investigating authorities to the necessary extent, in particular the customer's address, if the requesting authority submits proof that proceedings have been initiated against the customer for an administrative or criminal offence.
- 3) When payment is made by credit card, the customer's credit card data will be transferred to our payment gateway partner World Pay for verification and accounting of the rental fees. Following the registration process, credit card data is no longer visible for employees of Nextbike. Further information regarding the use, administration and processing of personal information may be viewed in our [Privacy Policy](#).

## **19 Further Provisions**

- 1) These terms and conditions and your use of the Nextbike services are governed by and construed in accordance with the laws of the Republic of Malta.
- 2) Verbal agreements are not valid or legally binding.
- 3) Legal ineffectiveness of any part of these General Terms and Conditions does not affect the validity of the remainder of the document.
- 4) Should a provision of this GTC be or become ineffective or unfeasible, the validity of the remainder of the document and its provisions shall remain unaffected. A regular and valid provision, which has the aim and purpose of the law with similar context, shall be adopted in place of the invalid provision.