



City Mobility Limited Liability Company for services, Zagreb

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TERMS AND CONDITIONS

These General Terms and Conditions regulate the mutual relations between the User and BUDVA BIKE SHARE, the terms of rental, usage, user registration, personal data protection, liability and other details of using the public bike sharing system.

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BUDVA BIKE SHARE

CITY MOBILITY D.O.O. d.o.o.

Licensed Nextbike partner for Montenegro whose core business envisages provision of service of implementing and managing the system of public bike service.

The General Terms and Conditions available at www.nextbike.me define the conditions of use of BUDVA BIKE SHARE bike sharing system within the territory of the Republic of Montenegro.

NEXTBIKE APPLICATION / APPLICATION

Mobile application allows the use of rental service of BUDVA BIKE SHARE bike sharing system. Mobile application is used on a smartphone with the appropriate Android or iOS system that allows you to download the mobile application from the online store. The application is free and available for download on the Google Play / App Store / Huawei App Gallery.

NEXTBIKE USER / USER

A person aged 18+ who has registered and activated his/her account via NEXTBIKE Application, www.nextbike.me, Customer Service at info@nextbike.me and has accepted the Terms and Conditions, whereby it is considered that they have concluded an Agreement with the service provider.

NEXTBIKE USER ACCOUNT

Personal user account created during registration, for the purpose of using the nextbike / Budva Bike share bike sharing system, as well as charges for the service in accordance with the price list.

PAY AS YOU GO

A fee for using the bike sharing system according to the price list available at www.nextbike.me

BLOCKING OF ACCOUNT

A preventive measure consisting of preventing the use of the next bike that the service provider may use in the event when the user violates the conditions of use, in particular violations that cause damage to the property of the service provider/property that the service provider maintains and/or services.

CANCELLATION OF REGISTRATION

An action that completely prevents further use of a public bike, and due to established consecutive violations of the provisions and rules of the Terms and Conditions and/or actions that are estimated to damage the property, service and/or other users of public bikes.

CUSTOMER SERVICE

Service initiated by the service provider to enable contact between users and service providers via:

- Call Center at phone number 033 44 11 44
- Support for the usage of nextbike application
- support via info@nextbike.hr

PRICE LIST

Overview of fees for the use of service, and additional costs in case of violation of the provisions of the Terms and Conditions. The price list is available at www.nextbike.me and is an integral part of the Terms and Conditions.

BIKE

Classic, mechanical bike model, with 26-inch wheels, intended for use by one person 18+ years of age, weighing up to 120 kg of the rider/user, height of 150 cm or more. It is equipped with a basket with a capacity of 10 liters / kilograms.

NEXTBIKE STATION (BUDVA BIKE SHARE STATION)

The official station is considered to be the location visible in the nextbike mobile application.

The users are obliged to rent and return the bikes only at the official stations and lock the bikes via smartlock which is located on the rear wheel. Return of the bike at the end of the ride must be finished via nextbike mobile application.

1. RENTAL RESTRICTIONS

Each user has the right to rent a maximum of two bikes per user account, unless he/she uses a system service where it is possible to rent a maximum of one bicycle per user account.

2. BIKE RENTAL CONDITIONS

2.1. The rental bikes are not allowed to be used:

- a) by persons under 18+ years of age (unless accompanied by an adult who has rented a bike; in which case the adult is responsible for the minor in every respect);

- b) for the transport of persons other than the driver
- c) children are not allowed to be transported as a second passenger in order to prevent serious injuries
- d) for travel outside the borders of Montenegro;
- e) for the transport of flammable substances, explosives, toxic or dangerous material;
- f) to participate in bike races or events where bikes are tested;
- g) for sublease to third natural or legal persons;
- h) for advertising and promotion of goods, services or contents without a prior requested/obtained written consent of the service provider;
- i) during strong wind and other severe weather conditions;
- j) under the influence of alcohol, drugs and narcotics;
- k) for any type of sport events or events aimed at achieving maximum speed without a prior requested/obtained written consent of the service provider;
- l) on severely damaged pavements or off-road;
- m) for any illegal purposes;
- n) as the primary means of transport which generates a continuous income on a daily basis.

2.2. The user is personally responsible for compliance with traffic rules and the Law on Road Safety, learn more at:

<https://www.paragraf.me/propisi-crnegore/zakon-o-bezbjednosti-saobracaja-na-putevima.html>

2.3. Both hands must be on the steering wheel when driving.

2.4. The user is advised to use his/her own protective helmet.

2.5. The use of the basket on the bike is mandatory as prescribed without overloading (maximum load of the basket is 10 kg). When putting things in the basket, be sure to fasten them well so that they do not fall out while riding.

2.6. Unauthorized modifications or alterations to nextbike bikes are not permitted to any natural or legal person, without exception.

2.7. In case of unauthorized use, CITY MOBILITY d.o.o. d.o.o. (a licensed nextbike partner for Montenegro, hereinafter BUDVA BIKE SHARE) has the right to cancel the membership, block the account or request compensation for damage caused by unauthorized activities.

3. BIKE RENTAL DURATION

3.1. The start of bike rentals starts from the moment the smartlock opens. The User will inform BUDVA BIKE SHARE about the rental termination in accordance with Article 6 of these Terms and Conditions. The user will receive a confirmation via the mobile application. With the received confirmation, the payment for bike rental stops.

4. BIKE RENTAL CONDITIONS

4.1. BUDVA BIKE SHARE will always try to keep all bikes in running condition, but the possibility of malfunction caused by their regular use or user silence is not excluded. If the user notices that the bicycle is not in running order, he/she is obliged to inform BUDVA BIKE SHARE via Call Center at 033 44 11 44, via a written notice to info@nextbike.me or via Support option within nextbike application.

4.2. Before renting, the user is obliged to check that the bike is in running order (frame, tires, brakes, light, handlebars, chain and everything else that could affect the riding safety).

4.3. In case that the user notices a technical malfunction of the bike at the beginning or during the rental, he/she is obliged to notify BUDVA BIKE SHARE without delay via Call Center at 033 44 11 44, via a written notice to info@nextbike.me or via Support option within nextbike application.

5. PARKING OF A RENTED BIKE

5.1. The user is obliged to park the bike in a visible place. He/she undertakes to abide by traffic rules when parking. He/she must also make sure that the bike does not affect the safety of others in traffic.

5.2. If there are free docks at the BUDVA BIKE SHARE station, the user is obliged to park the bike at the docks.

5.3. It is forbidden to park the rented bike:

- a) at a traffic light,
- b) at parking ticket machines,
- c) on traffic signs,
- d) at pedestrian crossings,
- e) at the exit area in case of danger,
- f) in such a way that the bike covers advertising space,
- g) in houses,
- h) in yards,
- i) in vehicles,
- j) other unsuitable places for bike parking.

5.4. A rented bike must be locked when not in use, even if the user will only be away for a short time.

5.5. For all non-compliances and procedures that are in conflict with the Terms and Conditions, the user is obliged to bear the costs in accordance with the price list published at www.nextbike.me

5.6. Public bikes should be available to as many users as possible, and holding a bike by one user for more than 24 hours is fined by 9 EUR per day. If the user does not return the bike even after the expiration period of 48 hours, this will be considered as theft of the bike, i.e. a criminal offense.

5.7. Not returning the bike is charged in accordance with the valid price list.

5.8. The calculation of additional usage is automatically charged from the user's credit card in accordance with the valid price list available at www.nextbike.me



5.9. If there are no available docks at the station, the user is obliged to lock the smartlock on the bike and leave the bike within 1 meter from the station

5.10. Additional costs for not returning the bike at the official BUDVA BIKE SHARE station or leaving the bike unlocked are charged immediately from the user's credit card in accordance with the valid price list available at www.nextbike.me

6. RETURN OF A RENTED BIKE

6.1. The official BUDVA BIKE SHARE station is considered to be the locations visible in the nextbike mobile application. When returning the bike, the user is obliged to park it at one of the official stations by pushing the bike into the dock all the way to make sure the bike stay stable and locks the bike with the smartlock. The user must notify BUDVA BIKE SHARE of the rental end via nextbike mobile application.

6.2. If the BUDVA BIKE SHARE service team cannot find the bike at the location where the user checked out/returned it, the service provider will charge the user with an additional fee for not returning the bike in accordance with the Pricelist published at www.nextbike.me

6.3. If the user does not return the bike to the official station, he/she can be responsible for additional costs in the accordance with the Pricelist published at www.nextbike.me

7. RESPONSIBILITIES OF BUDVA BIKE SHARE, RESPONSIBILITIES OF USERS

7.1. The user uses the bike at his/her own risk. The user assumes full responsibility for damage to the bike and damage caused by the bike, which he/she caused himself/herself. This also applies to third party complaints.

7.2. The user's responsibility for the bike starts from the moment of unlocking the bike until the moment when the bike is successfully returned and checked by BUDVA BIKE SHARE or until the moment the bike is rented by another user. In the event that damage is detected on the bike, the user will be notified by BUDVA BIKE SHARE via written notice to the user's e-mail address or SMS message. The user is not obliged to bear responsibility for damages for which he/she was not informed by BUDVA BIKE SHARE after the expiration of 5 working days from the bike rental. The user can be held liable for damages incurred in the period up to 24 hours after the rental end in accordance with the cost of materials and labor required to repair the bike in accordance with the Pricelist published at www.nextbike.me . This does not apply to damage caused by gross negligence or due to bike theft.

7.3. The user is responsible for all additional damage and costs in the actual amount, which may arise in the event that he/she does not cooperate with the investigation team in determining the damage and the search for the perpetrator.

7.4. BUDVA BIKE SHARE is not responsible for personal belongings that the user carries on a bike and/or in a basket.

7.5. BUDVA BIKE SHARE is not liable for damages suffered by the user in the event that the bike is not used in the prescribed manner as described in Article 2 of these Terms and Conditions. This also applies to unauthorized use of bikes.

7.6. If the same bike is stolen during the bike rental, the user must notify BUDVA BIKE SHARE of the theft as soon as possible via Call Center, written notifications to info@nextbike.me or Support within the application and notify the nearest police station.

7.7. The Service User is obliged to pay BUDVA BIKE SHARE expenses, i.e. all payments related to the legal transaction in question, i.e. bike rental: Fees; charges; awards; costs of a public notary, lawyer, consultant, appraiser, expert, claim collection agent and costs of other professionals hired by BUDVA BIKE SHARE. Any penalty, compensation or other obligation arising for BUDVA BIKE SHARE as a result of civil, criminal, misdemeanor or other proceedings against CITY MOBILITY d.o.o. or its employee or external associate in connection with the bike rental.

7.8. The user is responsible for all violations of legal and other applicable regulations relating to the use of bikes and assumes responsibility for all sanctions and other harmful consequences that would result from violation of legal and other valid regulations.

8. ACCIDENTS WITH A RENTED BIKE

8.1. In case of an accident in which not only the bike user but also third parties and facilities were involved, the user is obliged to immediately report the accident to BUDVA BIKE SHARE via written notice to info@nextbike.me or Support within the application and the nearest police station.

8.2. If the user does not report the accident, he/she will be responsible for all damage caused to BUDVA BIKE SHARE due to the accident in question. Accidents are considered to be: collision with third parties or vehicles, devastation of the bike by users or third parties, theft, etc.

9. OVERVIEW OF THE TERMS AND CONDITIONS

9.1. BUDVA BIKE SHARE rents bikes to registered users as long as bikes are available.

9.2. Agreements that deviate from the Terms and Conditions must be confirmed in writing by CITY MOBILITY d.o.o.

10. ACCEPTANCE OF REGISTRATION

10.1. The user can submit a registration request via the mobile application or via www.nextbike.me. At the time of applying for registration, the user must be older than 18+ years of age.

10.2. After accepting the registration and activating the user account, the user can use nextbike bikes all over the world according to the valid price list and the Terms and Conditions of a certain destination (wherever there are nextbike stations with bikes). A list of all cities with nextbike stations is available in the nextbike mobile application and at www.nextbike.me

10.3. BUDVA BIKE SHARE checks the accuracy of credit card provided for the registration and activation of the user account or personal data from the identity card or passport and data for payment via mobile application. If the data is valid, BUDVA BIKE SHARE approves account activation.

10.4. By registering his/her account, the user gives his consent for BUDVA BIKE SHARE to provide him with a username and PIN with which he/she can activate his account.

10.5. Registration is accepted when the user receives the activation message. The message can be received via the website www.nextbike.me as well as via e-mail or SMS message.

10.6. The costs of registration fees and subscription fees are highlighted on the valid price list at the station sign and at www.nextbike.me and will be charged upon acceptance of the activation request. Registration itself is free and the activation fee will be charged as the amount of the package or option that the user chooses plus the transaction fee of the user's bank. Users will be notified in a timely manner about the introduction of possible new subscriber tariffs.

10.7. The user is obliged to inform BUDVA BIKE SHARE about all changes in personal data as well as changes in payment data (credit card number, bank account...) for the entire time in which the user's status is active.

11. CONFIDENTIALITY OF USER DATA

11.1. The user is responsible for preventing unauthorized use of his/her data by third parties.

11.2. BUDVA BIKE SHARE gives its employees and the Customer Service a written instruction that they are not permitted to request a PIN from the user unless the user himself/herself allows it.

11.3. In the event that the user notices that the user's data has been misused, he/she must immediately notify BUDVA BIKE SHARE.

11.4. User data that has not been used for 6 months or longer will automatically become inactive. The user can reactivate his account via the Customer Service or in writing to info@nextbike.me

11.5. The user can, at any time, make his/her data inactive on the web page www.nextbike.me or he/she can do so by calling the Customer Service. This can be applied only in case the user wants to close their account for a certain reason.

12. PROTECTION OF PERSONAL DATA

12.1. CITY MOBILITY d.o.o., as the controller, processes the personal data of users in accordance with the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data, as well as in accordance with the Act on the Implementation of the General Regulation on Data Protection (OG 42/18). Personal data is all data relating to an individual whose identity has been established or can be established. Data is collected for the purpose of performing the contract or complying with applicable legal regulations. The controller processes personal data in such a way that they are accurate, complete and up-to-date in all records in which they are stored, regardless of their form of conducting. The collected data are processed only for the purpose for which they were collected and only for the time necessary to achieve a certain purpose, unless a special law specifies a longer period and data must be deleted with the passing of that period, unless otherwise provided by a special law. During the first contact with the user, he/she will be informed about the purpose of data collection and will be presented with a Statement of personal data protection or other document that informs the user of his/her rights. If consent is required for the processing of an individual personal document, the user is immediately presented with it with a warning of the consequences of not giving such a consent as well as the possibility and consequences of withdrawing a consent. The user has the right to submit a request in writing to the company's address and receive a response on personal data that is processed about him/her free of charge. In case of frequently repeated requests, BUDVA BIKE SHARE reserves the right to collect such requests. If the user is not satisfied with the answer about his/her personal data, he/she can file a complaint to the Agency for Personal Data Protection.

13. RENTAL OF BIKES USING USER DATA AND BLOCKING OF THE USER ACCOUNT

13.1. The user may authorize another adult to use his/her user data solely at his/her own risk. The user must be sure that the other person is familiar with the BUDVA BIKE SHARE Terms and Conditions. The user is responsible for any action taken by a third party, authorized by the user to use his/her user data, and is liable for any damage caused and committed by a third party authorized by him/her to use his/her user data.

13.2. BUDVA BIKE SHARE is authorized to revoke the user's rights if there is a violation of the Terms and Conditions by the user or a person authorized by the user.

13.3. The limitation of liability pursuant to Article 7, Paragraph 2 cannot be revoked, if the user has allowed the misuse of his/her user data intentionally or through gross negligence.

14. FEES AND PRICES

14.1. All service fees are calculated according to the valid price list on the day of the bike rental. Prices are valid according to the price list published at www.nextbike.me

15. PAYMENTS AND DEFERMENT OF PAYMENTS

15.1. Pay As You Go model charges the user's valid credit card according to the price list published at www.nextbike.me

15.2. If payment is not possible due to lack of funds on the user's account or due to other reasons for which the user is responsible, CITY MOBILITY d.o.o. will charge the user for additional costs in accordance with the price list published at www.nextbike.me. In some cases, BUDVA BIKE SHARE may determine higher costs in accordance with the actual costs incurred, unless the user proves otherwise, in accordance with the price list published at www.nextbike.me

15.3. If the user makes a default in payment, it is possible to charge additional bank fees in accordance with the provisions of banking services used by the user, which are not within the competence of the service provider.

15.4. If the user makes a default in payment, CITY MOBILITY d.o.o. has the right to demand immediate payment of all further receivables from the user and terminate all contractual obligations until the user settles all due receivables.

16. CALCULATIONS, RENT, CHECKING

16.1. Upon completion of the bike rental, the user is able to check his rental costs via his/her account within the application or at www.nextbike.me

16.2. Any user complaints about the collected amounts must be sent in writing within 30 calendar days from the day when the collection in question was made to info@nextbike.me.

16.3. If the account has not been used for 6 months, it will become inactive and the funds in the user account will become invalid.

17. DATA PROTECTION

17.1. CITY MOBILITY d.o.o. has the right to store user data and to use it only for the purpose of its business in accordance with the Personal Data Protection Act and the Act on the Implementation of the General Regulation on Data Protection

17.2. CITY MOBILITY d.o.o. has the right to record all conversations with the Customer Service, especially those conversations related to the user and access into his/her user account. The recording is used exclusively to check the accuracy of the data related to the collection of bike rental bills. The stored data is protected from unauthorized use by third parties.

17.3. CITY MOBILITY d.o.o. has the right to hand over certain data of the user to the competent authorities, specifically the address of the user, if the competent authorities submit proof that proceedings have been initiated against the user for the committed criminal offense.

17.4. When the user pays for the service by credit card, the credit card data will be forwarded to the partner company NEXTBIKE GmbH and its partners ApcoPay for data verification, according to the amount required to rent a bike. After the user's registration, the user's credit card data is no longer visible to CITY MOBILITY d.o.o. employees.

18. OTHER PROVISIONS

18.1. The user may delete his/her user account at any time if he/she does not want to use the service any longer, while CITY MOBILITY d.o.o. may do the same in the event of gross non-compliance with the provisions of these Terms and Conditions.

18.2. For all eventual disputes the governing court is the Court in Podgorica.

18.3. CITY MOBILITY d.o.o. has the right to modify these Terms and Conditions and the users will be notified of the newest version via webpage www.nextbike.me

19. NON-COMPLIANCE WITH THE STATED REGULATIONS AND RULES

For non-compliance with the above regulations and rules, the contracting parties agree on an appropriate contractual penalty for the user in accordance with the price list of penalties published on the webpage www.nextbike.me

20. NOTIFICATION, PERSONAL DATA

20.1. All communication and notifications between CITY MOBILITY d.o.o. and the Service User will be done in writing as follows:

a) via email correspondence between CITY MOBILITY d.o.o. and the Service User to the e-mail address provided by the Service User CITY MOBILITY d.o.o.;

b) by registered mail to the address of the Service User delivered to CITY MOBILITY d.o.o.

20.2. The Service User is obliged to immediately inform CITY MOBILITY d.o.o. of any change of address and/or residence and other personal data: e-mail address, mobile phone number, bank accounts from which he/she makes payments as well as any possible limitations regarding the ability to drive.

20.3. The addresses to which the notification will be made are those addresses indicated during the registration of the Service User. The Service User is obliged to notify the Service Provider of the change of address without delay. Failure to do so shall be deemed as proper notification and sending the notification to the address indicated during registration or another address notified by the Service User to the Service Provider. If the Service Provider has proof of sending the notification to such an address; in such a case, the receipt of the letter shall be considered as the day on which the letter was sent to the Recipient of the Service.

20.4. The Service User agrees that the Service Provider collects and processes his/her personal data for purposes related to this Agreement.

21. SETTLEMENT OF DISPUTES

21.1. All disputes arising out of or in connection with the Agreement, including disputes relating to the interpretation, application or validity of the Agreement, the Contracting Parties shall endeavor to settle amicably, and in case of failure to resolve disputes the governing court in Podgorica shall have jurisdiction.



22. VOIDABILITY OR UNENFORCEABILITY OF CERTAIN PROVISIONS

22.1. The possible voidability and/or unenforceability of any of the provisions of the Agreement does not entail the voidability of the entire Agreement. In that case, the parties shall replace the invalid provision with a valid one, i.e. one that corresponds to the purpose of the Agreement.

23. CHANGED CIRCUMSTANCES

23.1. CITY MOBILITY d.o.o. and the Service User waive the right to refer to the institute of changed circumstances. For everything that is not determined by these Terms and Conditions, the Law on Obligations, the Law on Road Traffic Safety and other applicable regulations are applied. These Terms and Conditions will be available on the website www.nextbike.me

These Terms and Conditions enter into force on the day of publication.

City Mobility d.o.o.

Krešimir Dvorski

Managing Director