

**General Terms and Conditions (GTC) for the Bike Sharing System VAG_Rad,
operated by VAG Verkehrs-Aktiengesellschaft Nürnberg**

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

- 1) VAG („provider“) rents bicycles to registered customers („customer“) in Nuremberg („operation area“) as far as the products and services are available. This terms and conditions regulate the relationship between VAG and the respective customer in terms of the registration (framework contract, set up customer account) and the conditions for the conclusion of rental contracts (rental operations, rentals). Sections 1 to 8 regulate the rights and obligations in terms of the rental and usage of bicycles. Sections 9 to 19 regulate the contractual relationship between VAG as the operator of the Bike Sharing System and the customer.
- 2) Rentals and return are possible via the smartphone app "VAG_Rad", with an eTicket (VAG customer card or chip card from another transport company in the VGN) or by telephone.
- 3) Individual agreements made orally between parties before or during the contractual period, deviating from these GTCs must be approved and confirmed in writing by the operator.
- 4) By renting a bicycle, the customer accepts the current version of the GTC of the VAG.

§ 2 Registration and confirmation

- 1) Application for registration („application“) is possible via smartphone app, internet or in person at the VAG Customer Center. In order to become a registered customer, the applicant must be 18 years of age at the time when the application is approved.
- 2) Following receipt of all relevant personal data the provider decides whether or not to accept and approve the framework contract with the applicant. Approval of the application shall result in the issuing of an activation notice. This notification may occur orally, in written form, telephonically, via email, or SMS.
- 3) Upon registration, the applicant shall receive a personal identification number (PIN) which they may use to log into the smartphone app and online customer account as well as to conclude rental.
- 4) Following successful registration, a framework contract between VAG and the customer is concluded and the customer gains access to a customer account. After the conclusion of the framework contract the customer may rent VAG_Rad bikes. However, the conclusion of the framework contract does not amount to the conclusion of an individual rental agreement between VAG or the customer.
- 5) Registration is free of charge for applicants via smartphone, internet, or in person at the VAG Customer Center. For rentals subject to fees, a valid means of payment must be provided prior to the time of rental. Dependent upon the choice of rates, the provider is authorised to charge periodic rental fees. The amount of these fees may be requested via telephone and the current price list is also available online.
- 6) The customer is obliged to inform VAG immediately of any changes to their personal information which occur during the business relationship. This includes personal data and information regarding payment (e.g. bank account number or credit card information).

§ 3 Duration of Rental

- 1) The chargeable rental period of a bike begins with the automatic unlocking of the frame lock.
- 2) The customer has to inform the provider of the end of the rental period in accordance with § 8. Upon provision of this information, the chargeable rental of the bike as well as the rental period to be invoiced will end. The official end of the rental period shall be marked with the receipt of information by the VAG. Customer service must be informed about any problems via the service hotline +49 (0) 911 / 283-2453 immediately.

§ 4 Rental limitations

Unless agreed upon, each customer may rent up to four bikes on one customer account at any one given time. Individual arrangements subject to the availability of rental bikes are possible upon approval by VAG.

§ 5 Terms and Conditions of Use

- 1) The rental bikes may NOT be used:
 - a) by persons who are younger than 18 years (unless accompanied by an adult),
 - b) to carry other persons, in particular young children,
 - c) for journeys outside the defined area of use, unless the VAG has given its written consent,
 - d) for hiring to third parties,
 - e) by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit,
 - f) If the bikes are used in unfavourable weather conditions, (e.g. strong wind, rainy weather, stormy weather) or any weather conditions that are unfavourable to bike usage, the driver may experience these weather conditions to a greater extent in relation to a normal bike due to the advertising panels used on the VAG_Rad bikes. The use of bikes during any adverse weather conditions is at one's own risk.
- 2) The customer is obliged to obey all road and traffic laws and regulations.
- 3) Freehand („no-hands“) operation of the bike is not allowed at any time.
- 4) It is forbidden to use the bicycle basket in an improper manner or overload it (maximum allowable load: 10 kg). The customer is obliged to ensure that all transported goods and items are properly fastened and secured at all times.
- 5) It is not allowed to carry out unauthorized modifications or alterations on the rental bicycle or to secure the rental bicycle with a lock other than that provided by the VAG.
- 6) Following the successful return of the rental bike, if the customer wishes to reuse the returned bike they shall be required to initiate a new rental process.
- 7) If a customer leaves to bikes to a third party to use it, he/she has to guarantee, that the third party considers our GTC. The customer is responsible for the actions of any third parties authorised to use the bike to the same extent as for his/her own actions. When lending the bike to a third person, he/she must be older than 18 years.

§ 6 Condition of Rental Bikes

- 1) The customer has to make her-/himself familiar with the condition and the appropriate use of the rental bike before rental.
- 2) The customer is also obliged to check before use that the bike is

General Terms and Conditions (GTC) for the Bike Sharing System VAG_Rad, operated by VAG Verkehrs-Aktiengesellschaft Nürnberg

in a roadworthy and safe condition (as far as this is possible without tools). In particular, check the condition of the tires, brakes, lights and reflectors. Should the customer determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/she has to notify the provider's customer service, end the rental and desist using the bike immediately. If there is a technical defect or deficiencies after rental but before the customer uses the bike, the rental will be cancelled by the provider.

- 3) Defects such as tire damage, rim defects or gear shift failures must also be reported immediately. If the bike is found without its lock, the customer is obliged to contact the customer service.

§ 7 Parking of the Rental Bikes

- 1) The bicycle must be parked in plain sight. The customer is obliged to follow road traffic regulations when parking. Furthermore, he/she must ensure that the bike does not hinder road safety, that other vehicles and/or traffic is not obstructed and that no damage is done to third parties or their property. The kickstand is to be used every time that the bicycle is parked and the bike is to be placed in the provided bike racks at the rental station when available/applicable.
- 2) In particular, it is not allowed to park rental bikes permanently or temporary
 - a) at traffic lights,
 - b) at parking ticket machines or parking meters,
 - c) at traffic signs,
 - d) on walkways which are thereby reduced to a width of less than 1.50 meters
 - e) in front of, in or near emergency exits and fire department service zones
 - f) where the bike covers local advertisements
 - g) to lock the bike at fences of private or public buildings
 - h) on public bike racks
 - i) in buildings, backyards/ courtyards or within any type of vehicles at any time.
 - j) On guiding plates for the blind
 - k) At or in front of post boxes
 - l) in front of doors or gates or in their swivel range
 - m) in or in front of driveways
 - n) on train and bus platforms
- 3) The rental bike must be locked properly when not in use, even if the customer leaves the bike unattended for a short time. More details can be found on our website: www.vagrad.de/faq.
- 4) The client shall not be allowed to park the bikes permanently in buildings, courtyards, cemeteries, green areas, parks, in the excluded areas of the Flex zone or on non-public grounds. The client 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 paragraphs 1-4 will result in the charging of a service fee (contractual penalty) according to the current price list (www.vagrad.de/preise). VAG expressly reserves the right to assert claims for damages in excess of the contractual penalty.

§ 8 Returning of the Rental Bikes

- 1) The returning of rental bikes outside the defined area of usage is usually not permitted. The defined area of usage is the city of Nuremberg.
- 2) The bike must be returned so that it is clearly visible at one of the locations published online (or in the app) or stations and locked using the lock provided.

- 3) Alternatively, the bike can be parked in the Flex zone in Nuremberg, which is visible in the VAG map on www.vagrad.de and in the app. A return within this flex zone is possible at any publicly visible road intersections. If available, the bikes should preferably be returned to official stations.
- 4) The customer is obliged to inform the provider about the return by phone or smartphone app and to confirm the exact location of the bike (station name / number, GPS coordinates and or street intersection / address). When the bike is returned automatically by locking it, the customer has to check within the app if the return was successful.
- 5) The customer must be able to provide this information to the provider upon request for a period of 48 hours following the rental period.
- 6) Should the customer, due to his/her own fault, not return the bike at a defined area as described in paragraph 1 to 3, provide false information or forget to return the bicycle entirely, a service fee (contractual penalty) will be charged by the provider to the customer in accordance with the current price list as published at www.vagrad.de/preise.

§ 9 VAG Liabilities

- 1) The no-fault warranty liability of VAG excludes any material deficiencies existing during the course of the rental agreement. Section 536a paragraph 1 Alt. 1 BGB does not apply to this extent. VAG shall be liable to the customer in any case of malice intent or gross negligence demonstrated by VAG, as well as by any representatives or agent in accordance with the statutory provisions of VAG. Furthermore, VAG is only liable for the violation of life, bodily health or culpable violation of essential contractual obligations. Should any essential contractual obligations be breached, the claim for damages shall be limited to the foreseeable damage adhering to the contract. VAG 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, unless the damage was due to intentional or grossly negligent behavior of VAG. Other than the aforementioned stipulations, the liability of VAG is excluded.
- 2) VAG shall not be liable in cases of improper and/or unauthorized use of the bicycle in accordance with §5. Unless the damage was due to intentional or grossly negligent behavior of VAG or the damage would have occurred independent of the improper/unauthorized use.

§ 10 Customer Liabilities

- 1) Use of services provided by VAG occurs at the customer's own risk. The customer takes full responsibility for damages caused by him/herself. The customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by VAG's liability insurer against a customer remain unaffected.
- 2) The customer shall be made liable for all costs and damages incurred by VAG due to culpable non-compliance with obligations under these terms and conditions. The customer is liable for the consequences of traffic offences or criminal offences committed by him during use. He shall bear all resulting costs and indemnify VAG completely against any claims of third parties.
- 3) If the bicycle is stolen during the rental period, the customer must report the theft immediately to VAG (+49 (0) 911 / 283-2453;

General Terms and Conditions (GTC) for the Bike Sharing System VAG_Rad, operated by VAG Verkehrs-Aktiengesellschaft Nürnberg

German Landline)

§ 11 Customer Obligations in Case of Accident

VAG must be informed of accidents immediately via telephone (+49 (0) 911 / 283-2453; German Landline). In cases of accidents involving not only the user, but also third-party property or other persons, the customer is also obliged to report the incident to the police immediately. Failure to do so on the part of the customer shall result in the customer being liable for damages incurred by VAG owing to infringement of said obligation.

§ 12 Use of Customer Cards / an eTicket

- 1) If the customer uses an eTicket (chip card) issued by VAG or another transport company in the VAG as access medium, he/she agrees, when using the card for the first time, that VAG may use all data required for the business processes.
- 2) If the validity of the eTicket expires, the customer account will be deactivated at the VAG, if no means of payment is deposited. Upon provision of a valid means of payment, the customer shall be allowed again to use the provider's services.
- 3) The eTicket (customer card) is not transferable.
- 4) If the eTicket is lost, the customer is required to block the card in their own interest, by calling the provider's hotline.

§ 13 Confidentiality of User Information

- 1) The customer is responsible for preventing unauthorized use of the customer's user data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) VAG expressly states that VAG employees are not authorized to and will never request or ask for the customer password. The customer may change the personal data anytime and as often as he/she wants. Should the customer have reason to believe that his/her user data has been compromised or misused, they are to inform VAG of this fact immediately.

§ 14 Fees, Prices and Calculation

- 1) VAG'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 bicycle (rental according to § 5). Rental fees are to be taken from the current price list (available at www.vagrad.de/preise).
- 2) Special rates 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) If the customer deactivates his / her customer account (§ 18 (1)), the cancellation of the special rate booked for this customer account will take place automatically at the earliest possible date. The right to extraordinary termination remains unaffected.
- 4) Cancellation of special rate agreements does not result in the automatic deactivation of a customer account with VAG. Should the customer wish to deactivate an account, this may be done in accordance with the provisions of § 17 (1).

§ 15 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means of credit card or via a SEPA direct debit mandate. The customer may change their preferred method of payment at any time.
- 2) Should it be 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 pro-

vider will charge the customer with the additional expenses incurred in accordance with the current price list published at www.vagrad.de/preise, 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 VAG may amount to but not exceed the actual expenses incurred.

- 3) If the customer defaults in payment, default interest will be charged at a rate of 5 percentage points over the base interest rate. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the customer.
- 4) If the payment is delayed for at least two months or 15 €, VAG is authorized to demand the entire claim and to discontinue its service until the customer meets his/her obligations.

§ 16 Billing, Rental Lists, Controlling

- 1) The provider invoices its customers according to the current rate and price list as available at www.vagrad.de/preise. Finalized rental processes (including costs and time periods) may be viewed by the customer in their account at www.vagrad.de and in the 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 contractual non-compliance and/or service fees).
- 2) Debiting of the customer's account occurs automatically. VAG does reserve the right, however, to demand payment by customers either per telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to VAG within 14 days of receipt of the invoice. Customer rights following expiry of the objection period, also in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customer's account and applied to the next due payment unless otherwise dictated by the customer

§ 17 Termination and Deletion of Customer Information

- 1) Both contractual partners may terminate the framework contract at any time with a notice period of two weeks. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either online at www.vagrad.de or by means of written notification sent to: VAG Verkehrs-Aktiengesellschaft, Südliche Fürther Straße 5, 90429 Nürnberg; or via email to: rad@vag.de.
- 2) Special rates are linked to specific contractual periods. . Conditions for termination of special rates are specified in §14 para. 3.

§ 18 Privacy Policy

- 1) VAG collects, stores and uses customers' personal data, where it is necessary to fulfill its contractual obligations or the realization of the contract between the customer and VAG or to fulfill any other legal duty. VAG is obligated to use that data only in compliance with the provisions set forth in the German Data Protection Act (Bundesdatenschutzgesetz) and the General Data Protection Regulation.
- 2) VAG is entitled to disclose information about the customer to investigating authorities and to the necessary extent, in particular the customer's address, should proceedings be initiated against the customer for a civil or criminal offence.
- 3) For the purpose of payment, the customer's payment data will be transferred to our payment-partners for verification and accounting of the rental fees. Following the registration process, this data is no longer visible to employees of VAG.
- 4) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy

**General Terms and Conditions (GTC) for the Bike Sharing System VAG_Rad,
operated by VAG Verkehrs-Aktiengesellschaft Nürnberg**

Policy (online at www.vagrad.de/datenschutz)

§ 19 Further Provisions

- 1) The law of the Federal Republic of Germany excluding the UN sales law applies exclusively. Contract language is German.
- 2) Should one or more provisions of these GTCs be or become invalid in whole or in part, the validity of the other provisions and of the remaining contract as a whole remains unaffected
- 3) Place of fulfillment and jurisdiction is, as far as legally permissible, Nuremberg.
- 4) For all disputes arising from the use of the services of VAG and the use of www.vagrad.de or for all disputes that are related to it, the place of jurisdiction is Nuremberg, unless the customer has a general jurisdiction in Germany or he resides after conclusion of the contract or his habitual residence abroad, or his domicile or habitual residence is not known at the time the legal action is brought or the customer is a registered trader or a legal person governed by public law or a public special estate
- 5) Verbal auxiliary agreements do not exist.
- 6) The VAG has voluntarily joined the söp, the German Conciliation

Body for Public Transport, thereby declaring its fundamental willingness for a conciliation procedure. If you are dissatisfied with the processing of your request, you can always contact the söp:

söp – the German Conciliation Body for Public Transport
Fasanenstraße 81
10623 Berlin
www.soep-online.de

Service Hotline: +49 (0) 911 / 283-2453 (German Landline)

Email: rad@vag.de

Internet: www.vagrad.de

www.vag.de