

# City Bike Service Terms of Use

## 1. General

This agreement sets out the Terms of Use (hereinafter also 'Terms of Use') on which the user may use the Oulu city bike service (hereinafter also 'Service'). The Service is provided by City of Oulu (hereinafter 'Service Provider'). Service is operated by Nextbike Polska S.A (hereinafter 'Operator').

City bikes are shared use bicycles that users can pick up at bike stations. The bikes are meant to be used mainly within area covered by the bike station network. City bikes must be used only in areas intended for bikes, such as streets and cycle paths.

These Terms of Use shall apply to all contents of the Service, unless otherwise indicated or agreed in some respect.

Any person wishing to use the Service (hereinafter 'User') must accept these Terms of Use as binding.

The minimum age of a User is not specified in the terms and conditions. Users under the age of 13 years need a guardian's consent to use the Service. The User or their guardian is obliged to ensure that the Service will be used in a safe way, i.e. through making sure that the bike is of adequate size for the User and that the User is familiar with the traffic rules. In order to use the Service, the User must agree to the Terms of Use. The User may be denied the right to use the Service as specified in the Terms of Use.

## 2. Registration, personal details and use of the Service

In order to use the Service, a person shall register as a User of the Service on the Service website (kaupunkipyorat.ouka.fi), and pay the selected season pass.

Upon registration, the User shall provide the data required for the use of the Service. The Service Provider shall have the right to process the User's personal data in accordance with the EU's General Data Protection Regulation (679/2016) and other relevant legislation, and in ways described in detail in the Service's Privacy Statement.

The information provided by the User can be used for statistics to monitor the use of the Service and to improve it, but in a way that individual users cannot be identified. The Service Provider may use the User's contact details to contact the User.

The Service Provider may use the User's contact details for direct marketing or marketing communications only with the express consent of the User.

Once the Service Provider has approved the User's registration as a User of the Service, the User shall be granted the right to use the Service according to the Terms of Use.

The User can log in to the Service either with a Waltti-card or the seven-digit cyclist ID received upon the registration. In addition, the User needs a PIN code that they can select at registration and change as necessary.

The User shall be responsible for all use of the Service occurring with their credentials, and for any costs or fees incurred.

If the User forgets their credentials or loses the Travel Card used for authentication, the User can request new credentials on the Service website.

The User can view and edit their information on the Service website or by contacting the Service Provider's customer service.

A registered User who has paid a day pass can borrow a maximum of four city bikes at a time. The User shall be responsible for all of the bikes until their return. A User who has selected a longer term pass can borrow a maximum of one city bike at a time.

The User can cancel their registration as a User of the Service on the Service website. However, the fees previously paid by the User shall not be refunded afterwards.

## 3. Availability and content of the Service

The Service is available annually from the beginning of May to the end of October. The Service website is available year-round. On the website, Users can view and edit their information. One or several city bike stations may be closed due to exceptional

circumstances. In addition, free city bikes or empty docks to return bikes are not necessarily always available at the city bike stations. The Service Provider shall not be liable, for example, for the above-mentioned or other shortcomings in the Service.

The Service Provider shall develop the Service and it shall have the right to alter the Service and its contents as part of its ordinary operations in the manner and at the times it sees fit.

#### **4. Customer service**

The User can get more information and help in using the Service on the Service website or from Rolan Oy customer service, whose contact details are available on the Service website and at the bike stations.

#### **5. Fees**

The current fees are available on the Service website. The Service Provider may change the fees on 30 days' notice on the Service website, as necessary.

A User who has paid the fee for a day, week or the whole season upon registration, can use the city bikes for up to 30 minutes at a time with no extra fee. If the User uses a city bike for more than 30 minutes at a time, an overage fee shall be charged to the User as per the price list. Once a city bike has been successfully returned to a bike station, the User can start a new city bike ride under the same terms. The 30-minute ride time with no extra fee also starts anew.

If a city bike is not successfully returned to a bike station within five (5) hours from picking up the bike, the User may be charged an 80 euro delay fee. If a city bike is not returned to a bike station or to the Service Provider within 24 hours from picking up the bike, the city bike shall be considered as lost. A compensation fee of 1000 euros shall be charged to the User for a lost city bike. No compensation fee shall be charged if it is possible to prove, based on information provided by the User, that the User has lost possession of the city bike against their will, and a request for investigation has been made to the police.

Each User may rent only one bike at a time, the user may add additional users to his or her account freely. The main User is responsible for all the costs stemming from the actions of additional users.

##### **5.a. Additional Fees:**

- a) The User will be charged with a fee in the amount of 20 EUR should he or she not return the bike to an official bike station. However, in individual cases of the real costs exceeding 20 EUR, the Service Provider may charge a higher fee amount. The bike stations can be found online. Should a bike be returned to a different place than an official bike station, the User will be charged with an amount of 20 EUR and an additional 2 EUR for each kilometer between the position of the return and the nearest bike station.
- b) Should the bike be returned in an improper manner or should it not be correctly locked, a fee of 25 EUR will be charged.
- c) Should the returned bike have a missing lock clamp, the User will be charged with a fee of 60 EUR for the purchase of a new lock clamp.
- d) Should the bike be stolen as a result of User negligence, the User reimbursement fee is 150 EUR.
- e) Should the bike be damaged, the User will be charged with the costs of materials and the work up to 1000 EUR.

#### **6. Obligations and liabilities of the User**

The User shall agree to use the Service in accordance with these Terms of Use and to pay the current fees specified by the Service Provider.

The User shall agree to use the Service appropriately, for the purpose and it is intended to be used. The User must be aware of the valid Terms of Use.

The User shall take effort to prevent vandalism and theft of the city bike at their disposal and to exercise special caution in using a city bike.

The User shall inspect the condition of a city bike each time picking up a bike and during the ride, the User shall be responsible for ensuring that the city bike is safe and roadworthy. The User shall not be liable for a city bike being damaged if the User exercises normal caution in using the city bike.

The User shall be liable for inspecting the condition and safety of a city bike before starting the ride. When picking up a city bike, the following issues shall be checked:

- The saddle, pedals and chains are firmly in place
- The brakes, bell and lights are working
- The frame and tires are undamaged

If the city bike is not roadworthy and safe, it has been damaged, daubed or vandalized, the User must return it to the bike station and immediately report a damaged city bike to the Service Provider's customer service.

The User shall be responsible for the city bike at their disposal until it has been successfully returned to a bike station. The User shall be responsible for ensuring that the bike is returned to a bike station so that the data system confirms the return of the bike. If the bike cannot be successfully returned due to a fault in the data system or for another reason, the User shall immediately report the issue to the Operator's customer service.

When returning a city bike to a full bike station, the User shall be responsible for locking the city bike by pulling the cable lock out from the handlebar of the bike. The cable lock must be wrapped around another city bike at the station, a station structure or a fixed object, and snapped into place in the slot on the front fork of the bike being returned. The User shall follow the current traffic rules.

If the User is observed to use a city bike in breach of these Terms of Use, the User shall agree to return the city bike to a bike station or, if requested, to the Service Provider.

If a city bike is involved in an accident or is damaged for another reason or is stolen, the User shall agree to notify the Service Provider thereof within two (2) hours and, if necessary, to file a report to the police within two (2) days. A copy of the report shall be delivered to the Service Provider's customer service.

The User shall be liable for any damage caused to a city bike deliberately or by gross negligence during the time of use until the city bike is returned to a bike station. The User shall be liable for any damages, even if caused by a third party. The User may be exempted from the liability for damages if they file a report of an offense to the police within two (2) days and deliver a copy of the report to the Service Provider's customer service.

If a city bike is not returned to a bike station or to the Operator within 24 hours from picking up the bike, the city bike shall be considered as lost and a compensation of 1000 euros is charged to the User. No compensation fee shall be charged if the User has reported the theft of the city bike to the Operator's customer service at the latest within two (2) hours of the termination of the maximum time of use. In addition, the User must file a report of an offense to the police within two (2) days and deliver a copy of the report to the Operator.

#### **6.a. Returning and parking the rented bike:**

A parked bike must be well-visible. During the parking of a bike, the User must abide by the binding provisions of traffic law. Apart from this, he or she is obliged to ensure that the bike is parked in a safe manner, thus in a way that ensures the passage of other vehicles and pedestrian by not blocking or hindering passage and in a way that causes no harm or any damages to third parties or their property.

- 1) Parking and attaching the bike to an object is forbidden in the following places:
  - a. street lights,
  - b. parking meters and ticket machines or on parking spaces which are meant for other vehicles,
  - c. road signs,
  - d. pedestrian footpaths the width of which, due to the parking of a bike, would amount to a width less than 1,5 meter,
  - e. in front of an emergency exit and on escape routes or dangerously close to them,
  - f. in a place in which the bike would obstruct the commercials.
- 2) The rented bike must always be locked when it is not used, even when the User leaves it without supervision only for a moment it should be locked.

- 3) Failure to comply with the Terms and Conditions will result in charging the User with fees in accordance with section 5. Fees.
- 4) Bikes cannot be parked in courtyards or inside the buildings or other vehicles.

#### **6.b. The User's obligations in case of road accident**

All occurrences of accidents must be immediately reported to Föli. If, apart from the User, the accident involves third parties or their property, the User is obliged to immediately inform the police of such a situation. If the User fails to fulfil this obligation, he or she will bear responsibility for any damages which derive from the accident.

#### **7. Other rights of the Service Provider and Operator and limitations on liability**

The Service Provider nor Operator shall not be liable for any damage caused with the city bikes.

The Service Provider shall reserve the right to prevent the User from accessing the Service and/or to immediately prohibit the User from using the Service in case the User breaches the obligations set out in the Terms of Use.

The Service Provider shall have the right to inspect whether the User has registered for the system and paid the fees required.

The Service Provider shall not be responsible for the condition of a city bike during the ride after the User has left a bike station. The User shall be liable for inspecting the condition and safety of a city bike before starting the ride.

The Service Provider shall not guarantee error-free or uninterrupted operation of the Service. The Service Provider shall not be liable for disruptions to the Service or other problems and errors, or for any damages incurred. In addition, the Service Provider shall not be liable for errors and damages caused by a third party.

The Service Provider shall be liable to the User only for direct damages caused by a deliberate or grossly negligent breach of the Terms of Use.

#### **8. Applicable law, settling of disputes and changing the Terms of Use**

These Terms of Use and the Service shall be governed by Finnish law. Any disputes related to the use of the Service shall be settled primarily through negotiations between the parties. Disputes not settled by negotiation shall be settled in the Oulu District Court.

The Service Provider shall have the right to amend these Terms of Use by giving a notice on the Service website.