

GENERAL CONDITIONS OF ACCESS & USE OF THE CITYBIKE BICIKELJ LJUBLJANA

ART.1: PURPOSE OF THE BICIKELJ LJ SERVICE

1.1 BICIKELJ is a public service offered by the city of Ljubljana and operated under concession by Europlakat d. o. o. ("the provider") to provide access to self-service hire bicycles.

1.2 CONTACT DETAILS FOR BICIKELJ:

Provider:	EUROPLAKAT d.o.o.
Postal address:	Koprska ulica 98, 1000 Ljubljana
E-mail:	info@europlakat.si
Registration number:	5617669
TAX ID number:	SI76457702
Telephone. (Callcenter):	080 23 34
E-Mail:	info@bicikelj.si
Website:	www.bicikelj.si

ART.2: STRUCTURE OF THE BICIKELJ SERVICE

2.1 The service consists of a network of stations, each composed of a central terminal and attachment stands for bikes and the bikes themselves.

2.2 Each terminal performs a number of functions:

- identifying the customer
- selecting a bike using a screen, keyboard and contactless pass reader
- accessing the customer account information
- on returning a bike, to obtain an extra ¼ hour of free use if the station is fully occupied
- consulting the occupancy status of nearby stations

2.3 Each stand accommodates one bike; stands are numbered for the purpose of identifying and choosing a bike.

ART. 3: AVAILABILITY OF THE BICIKELJ SERVICE

3.1 In order to access the service, the user must be in possession of a 7-Day Ticket and/or an annual subscription. Rates are set out in article 7. In accordance with the Consumer Protection Act, the application for a weekly or annual subscription is considered a distance contract. The contract documentation shall be kept at the Provider's headquarters. Each party can submit a request under item 12.2 of General Conditions at any time.

3.2 7-Day Ticket:

(1) This ticket is valid for a maximum of 7 days, running from the moment the operation is accepted by the credit card holder's bank.

(2) In order to access the BICIKELJ service, the user needs a valid registration.

(3) During the validity period, the customer may only use the service for a maximum of 24 consecutive hours ("the maximum authorised continuous period of use"). In the event of any dispute relative to the period of use of the bike by the customer,

the data issued by the service's computer server will prevail. Note that each first hour of use is free of charge.

(4) Subject to the number of bikes available at each station, the service is accessible twelve months a year, seven days a week, without interruption, except in the event of force majeure or any restriction, whether total or partial, temporary or definitive, imposed by the legitimate authorities on the use of one or more stations or on bike traffic in the Ljubljana-Capital Region.

3.3 Annual Subscription:

(1) The annual subscription is valid for 1 (one) year. The subscription extends automatically every year unless the user submits a written cancellation request.

(2) In order to access the BICIKELJ service, the customer needs a valid registration and an URBANACARD.

(3) During the validity period, the customer may only use the service for a maximum of 24 consecutive hours ("the maximum authorised continuous period of use"). In the event of any dispute relative to the period of use of the bike by the customer, the data issued by the service's computer server will prevail. Note that each first hour of use is free of charge.

(4) Subject to the number of bikes available at each station, the service is accessible

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ART. 4: HOW TO ACCESS THE BICIKELJ SERVICE

4.1 Access to a 7-DAY TICKET

(1) In order to subscribe to the 7-Day Ticket, the customer needs an e-mail address and a credit card, (only Visa or Mastercard are acceptable).

(2) Access to the application forms for the 7-Day Ticket is online via site www.bicikelj.si.

(3) The customer is asked to transmit the fully completed application form including

credit card data (credit card ID, validity date of the card and CVV Code) for payment of application fee and for a possibly arising amount for chargeable rides to BICIKELJ. The customer also keys in a 4-digit PIN Code that will be associated with their access. The customer can use their 7-Day Ticket directly using the Subscriber number.

(4) The data provided by the customer, including credit card data, is checked immediately and the application is confirmed via e-mail by BICIKELJ. With this confirmation e-mail, the customer is given a Subscriber number as well as the 4-digit personal PIN Code (BICIKELJ PIN) that they have chosen.

(5) The assigned subscription is valid for a maximum of 7 days, running from the date that can be freely selected.

(6) In order to activate the application, the customer has to go to a terminal. The Subscriber number as well as the personal 4-digit BICIKELJ PIN has to be entered. The application for the BICIKELJ service is now activated.

(7) From now on the customer can choose a bike whenever they like.

4.2 ACCESS TO AN ANNUAL SUBSCRIPTION ON INTERNET VIA DIRECT DEBIT

(1) For the annual subscription, the customer needs an e-mail address and a bank account.

(2) The different informations are completed by the Customer directly on the Web site.

(3) The customer has to fill in his different informations, including bank account data (incl. IBAN) for the payment of the application fee plus a possibly arising amount for chargeable rides. The customer also chooses a 4-digit PIN Code that will be necessary to use their access. Then the customer receives, by e-mail, the completed form, that he will have to print out, sign and send by letter to Europlakat d.o.o., Kopraska ulica 98, 1000 Ljubljana.

(4) After having checked the bank account given by the customer, BICIKELJ confirms the application by email. Enclosed to this email, the customer receives their personal 4-digit PIN Code (BICIKELJ PIN) as well as a 12-digit Association Code and a Subscriber number. The bank confirmatio take up to 3 weeks in general.

(5) The assigned subscription is valid for a maximum of one year running from the delivery of the email in which the application is confirmed.

(6) In order to activate the application, the customer has to go to a terminal and swipe the URBANA Card over the reader on the terminal. As there is no access on this card, the customer will be asked to enter their Subscriber number (entered once) then 12-digit Association Code (entered once) and their personal 4-digit PIN Code (BICIKELJ PIN). The application for the BICIKELJ service is then activated.

(7) From now on the customer can choose a bike whenever they like.

(8) A pre-notification will be sent to the customer at least 14 days before every debit, by e-mail.

4.3 ACCESS TO AN ANNUAL SUBSCRIPTION BY LETTER VIA DIRECT DEBIT

(1) For the annual subscription, the customer needs at least a postal address and a

bank account. More informations will be given to him if he also has an e-mail address.

(2) The Customer can obtain the application form together with the General Conditions of Access & Use of Citybike Bicikelj Ljubljana by mail upon submitting a request in writing.

(3) The customer has to fill in the forms, including bank account data (incl. IBAN) for the payment of the application fee plus a possibly arising amount for chargeable rides. The customer also chooses a 4-digit PIN Code that will be necessary to use their access. The customer then has to send the completed and sign forms to Europlakat d.o.o., Kopraska ulica 98, 1000 Ljubljana.

(4) After having checked the bank account given by the customer, BICIKELJ confirms the application by letter. Enclosed to this letter, the customer receives their personal 4-digit PIN Code (BICIKELJ PIN) as well as a 12-digit Association Code and a Subscriber number. The bank confirmation take up to 3 weeks in general.

(5) The assigned subscription is valid for a maximum of one year running from the delivery of the letter in which the application is confirmed.

(6) In order to activate the application, the customer has to go to a terminal and swipe the URBANA Card over the reader on the terminal. As there is no access on this card, the customer will be asked to enter their Subscriber number (entered once) then 12-digit Association Code (enter once) and their personal 4-digit PIN

Code (BICIKELJ PIN). The application for the BICIKELJ service is then activated.

(7) From now on the customer can choose a bike whenever they like.

(8) A pre-notification will be sent to the customer at least 14 days before every debit, by post.

4.4 ACCESS TO AN ANNUAL SUBSCRIPTION VIA THE INTERNET VIA CREDIT CARD PAYMENT

(1) For the annual subscription the customer needs an e-mail address and a credit card (only Visa or Mastercard are acceptable).

(2) Application forms for the annual subscription are available online via the internet-site www.bicikelj.si

(3) For the payment of the application fee and possibly arising amount for chargeable rides, the customer has to fill in all requested credit card data (credit card number, validity date of the card and CVV Code).

(4) The customer is asked to transmit the fully completed application forms, including credit card data for the payment via this web page to BICIKELJ.

(5) The data provided by the customer is checked immediately and the received application is confirmed at once by BICIKELJ. BICIKELJ sends an e-mail to the customer in which the customer receives their 4-digit PIN Code (BICIKELJ PIN) as well as a 12-digit Association Code and Subscriber number.

(6) The assigned subscription is valid for a maximum of one year running from the delivery of the e-mail in which the application is confirmed.

(7) In order to activate the application, the customer has to go to a terminal and swipe the URBANA Card over the reader on the terminal. As there is no access on this card, the customer will be asked to enter their Subscriber number (entered once), then the 12-digit Association Code (entered once) and their personal 4-digit PIN Code (BICIKELJ PIN). The application for the BICIKELJ service is then activated.

(8) From now on the customer can choose a bike whenever they like.

4.5. NOTIFICATION OF THE EXPIRATION OF THE ANNUAL SUBSCRIPTION

30 days prior to the expiration of a 1-year subscription period, the client will receive a notification via e-mail or registered mail (depending on their registration for the Bicikelj system) stating that their annual subscription to the Bicikelj system will expire in 30 days. The notification states that the subscription will be automatically renewed and to this end the client's account will be chargeable with 3 €, where this amount will be deemed as the client's credit note.

If a client doesn't want to renew their subscription, they must notify the service provider no later than 5 days prior to the expiry of their subscription by writing to the e-mail address info@bicikelj.si or by registered mail to the address Europlakat d.o.o., Kopraska ulica 98, Ljubljana.

In the case of a client's non-response, it shall be deemed that the client wishes their annual subscription to be automatically renewed.

The e-mail address through which a client registered for the Bicikelj system shall be used for notification purposes.

Clients without an e-mail address shall receive their notification of the upcoming expiry of their subscription via registered mail.

ART. 5: HIRING A BIKE

5.1 HIRING A BIKE FOR HOLDERS OF AN URBANA CARD:

(1) The customer swipes their URBANA CARD over the BICIKELJ reader on the terminal.

The customer enters their personal 4-digit PIN Code (BICIKELJ PIN) on the terminal keyboard.

(2) A prompt asks the customer to choose the bike they wish to use by means of the stand number to which the bike is attached, within the limit of the stock of bikes available at that moment.

(3) The customer has 60 seconds to push the button on the bike stand they have chosen in order to unlock the bike. 2 beeps indicate when the lock is released.

(4) The customer has to remove his bike from its stand within the next 5 seconds. The green light turns off after the removal operation.

(5) Failing this, the stand locks again automatically and the customer must begin with the procedure outlined in 5.1 (1) to (4) once again.

5.2 HIRING A BIKE FOR HOLDERS OF A 7-DAY Ticket with the personal SUBSCRIBER NUMBER

(1) The customer has to use the terminal keyboard to enter their Subscription Number and their 4-digit BICIKELJ PIN, which are both indicated on the subscription ticket.

(2) A prompt asks the customer to choose the bike they wish to use by means of the stand number to which the bike is attached, within the limit of the stock of bikes available at that moment.

(3) The customer has 60 seconds to push the button on the bike stand they have chosen in order to unlock the bike. 2 beeps indicate when the lock is released.

(4) The customer has to remove his bike from its stand within the next 5 seconds. The green light turns off after the removal operation.

(5) Failing this, the stand locks again automatically and the customer must begin with the procedure outlined in 5.2 (1) to (4) once again.

5.3 TO RETURN THE BIKE:

(1) The customer may return the bike at any BICIKELJ station.

(2) The customer chooses a bike stand at the respective BICIKELJ station showing no light.

If the bike is attached in a vacant bike stand, the green light turns on, then 2 beeps are emitted, confirming that the bike has been replaced properly.

(3) If the bike is not properly in position, or if there is a problem with the bicycle, either a long beep or many repeated beeps is/are heard. This means that the bike return operation has not been properly registered by the service. In this event the customer has to contact the call centre.

(4) If the station chosen does not have a free stand available, the customer can obtain a free extra time credit of 15 minutes by swiping their URBANA CARD over the BICIKELJ reading device on the terminal, or entering their Subscriber number Code on the keyboard if they do not use an URBANA Card.

5.4 SUBSEQUENT USE OF THE BIKE:

If the bike is returned within the first hour of use, the service cannot be used again for another 5 minutes.

ART.6: BICIHELJ SERVICE CUSTOMERS

6.1 BICIHELJ subscriber cards and the associated PINs are strictly personal and entitle the customer to hire, use and return a bike under the terms and conditions set out in this document.

6.2 The service is accessible, subject to the provisions of article 4.1 to 4.4 above and article 8.

6.3. The transfer of a BICIHELJ subscriber card and the associated PIN is not allowed.

6.4. In the case of registering with an e-mail, the e-mail address shall be considered the primary contact address.

ART. 7: COST AND MEANS OF PAYMENT

7.1 Access to the use of the service:

Rate for an annual subscription card:	3,00 €*
Rate for a 7-Day ticket:	1,00 €
Renewal of a Credit Card:	1,00 €*

*) If the client has paid the annual subscription charge and the credit card extension charge, this is credited to the client's record for payable rides (rides longer than the first free hour). Any unused subscription and credit card extension charges will not be returned to the client after the expiry of the subscription.

7.2 Hourly Rate for use of the Service (chargeable rides):

First	60	minutes: 0,00 €
Next	60	minutes: 1,00 €
Third	60	minutes: 2,00 €
Any further	60	minutes: 4,00 €

The customer pays for the service proportionally to the period of use of the service (the "period of use").

Any period of use of the service begun, after the initial free 60 minutes, is charged in full. Payment of the amount due by the customer is made once a month by direct debit authorization, which the customer has given to BICIHELJ and/or by direct debit to the bank account associated with the customer's credit card.

7.3 Surcharge:

Infringements against terms of use: max. 350,00 €

7.4 Validity of Prices

The rates and prices listed in this article are valid from April 1st, 2011 and can be changed at any time.

ART. 8: CUSTOMER'S OBLIGATIONS

(1) The customer undertakes to use the service as would any reasonably prudent, responsible and informed individual, and in accordance with these GCAU.

(2) The customer is responsible for the bike hired and must make every effort to

avoid damage to the bike, or its destruction or disappearance.

(3) The customer undertakes to hire and return the bike within the maximum authorised continuous period of use.

(4) The customer accepts in advance that any failure to abide by these obligations will entitle Europlakat d.o.o. to debit a flat rate penalty of max. 350 €, the final amount being determined in accordance with the terms of Art. 11.

(5) If any use of the bike in contravention of the provisions of 8(1) above is observed, the customer undertakes to return the bike immediately at the request of the provider or provider's representatives.

(6) The customer undertakes to inform the provider without delay of the loss, theft or any other problem relative to the use of the BICIKELJ services associated with a subscription and/or the use of a bike, no later than 24 hours following the occurrence of said event, on the following telephone number: 080 23 34 In any event, the bike remains the customer's responsibility under the terms of article 8(2) and 10(1).

ART. 9: RESTRICTIONS ON THE USE OF THE BICIKELJ SERVICE

9.1 It is forbidden for the customer to lend, hire or transfer an Urbana Card and/or personal Subscriber number, and/or to use it in any manner other than that as set out in these GCAU.

9.2 It is strictly forbidden for customers to allow any use of any kind, with or without charge, to be made of the bike, which remains the property of Europlakat d.o.o., by any third party.

9.3 The service is also open to minors aged between 14 and 18; their subscription is taken out by or on the responsibility of their legal guardian in accordance with Art.

9.5 below.

9.4 The customer is authorised to use the bike under the terms of these GCAU, provided that such use is reasonable. This particularly excludes the following:

- any use contrary to the provisions of the Rules of the Road and current traffic regulations
- any use on land or under conditions that are likely to damage the bike
- any transportation of any passenger in any form
- any use of the bike causing a danger to the customer or to third parties
- any dismantling or attempts to dismantle all or part of the bike
- more generally, any abnormal use of a bike

9.5 Children under the age of 14 are forbidden from using the service even if accompanied. As with any user of the service, a minor over the age of 14 must hold a personal card.

9.6 The maximum total load the bike can carry is 120 kg. The maximum weight the basket can carry is 8 kg.

ART. 10: CUSTOMER LIABILITY AND DECLARATIONS

10.1 The customer is fully and solely liable for any damage caused by the use made of the bike during the period of use, including when this period exceeds the maximum authorised continuous period of use in the event of late return by the customer.

10.2 The parents or legal guardians of any minor with a subscription to the BICIKELJ

service will be held liable for any damage caused directly or indirectly by the minor as a result of using the service.

10.3 Any hire period in excess of 24 hours (running from the time of the bike's removal) will be considered as a case of disappearance until the bike is found.

10.4 In the event of the disappearance of a bike for which he or she is liable, customers are obliged (see Art. 8(6)) to inform the provider of this disappearance on

080 23 34 immediately, but in any event no later than within 24 hours of the initial hiring of the bike and to report its theft to the police within 24 hours. The customer shall remain fully and solely responsible for the bike until the provider receives a copy of the police report.

10.5 In the event of an accident and/or incident involving the bike, the customer is under obligation (see Art. 8(6)) to inform the provider of the facts within the period stipulated above, on the telephone number quoted above. The customer remains liable for the bike until such time as it is locked to a stand or handed over in person to a representative of the provider.

10.6 The customer declares himself capable of using a bike and physically fit to do so.

10.7 Since the customer is liable for the bike (see Art. 8(3) and 10.(1) it is recommended that, prior to using the bike, the customer must carry out a basic check of the main visible working parts, in particular:

- (1) that the saddle, pedals and basket are properly fixed
- (2) that the bell, brakes and lights function properly
- (3) that the frame and the tyres are in good condition

10.8 The customer is also advised to:

- (1) adapt braking distance to weather conditions
- (2) adjust the height of the saddle correctly
- (3) wear an approved helmet and suitable clothing
- (4) generally speaking, obey the Rules of the Road and traffic regulations in force at the time of using the service (e.g.: respecting traffic lights, not cycling on pavements etc.)

10.9 The customer hereby declares the correctness of his/her personal data and in particular declares to fulfil the demanded conditions of Art. 4.1, 4.2, 4.3 or 4.4 and

10.6. to be insured against third-party risks.

ART. 11: PENALTIES

11.1 Amounts and Policies

(1) At the start of each period of validity the customer authorises the provider to request the debit of a maximum flat rate amount of € 350,00 to be used in the following cases and under the conditions set out here: damage, fraudulent use and/or disappearance of the bike for which the customer is liable.

(2) The corresponding penalties (see art. 11.1(3)) are payable on the provider's first request, if it is found that the customer has failed to abide by their obligations under the terms of these GCAU. In these cases, the provider collects the amount granted or left as deposit by the customer before and pays back the possibly collected surplus of the amounts stipulated in art. 11.1. (3) within a period of 30 days.

(3) The nature and/or amount of the penalties payable to the provider by the customer in the event of a contractual failing on the part of the customer are as follows:

- disappearance of the bike: 350,00 €.
- theft of the bike with damage to the anti-theft device or theft with violence: 350,00 € (a copy of the police report is relevant).
- repair of damage to the bike attributable to the customer: flat rate penalty according to the degree of damage.
- loss or damage to the anti-theft lock and/or the associated key: 20,00 €.

11.2 The customer undertakes to report any modifications of his relation to the institution that has issued the used bank card, or to the bank whose data the customer has given in line with these GCAU, which may have effects on the settlements of the direct debit authorisation of this bank within the given period of validity.

ART. 12: CONFIDENTIALITY AND USE OF PERSONAL DATA

12.1. The customer agrees to it that all data given to the provider in the scope of the present privacy of contract or business relations are automation protected stored at the provider's for the purpose of settlement of the contract and that all data can be processed within this company.

12.2. Every customer can have the respective data sent to him on demand. Data can be corrected if necessary. In these cases, the customer may contact the provider in written form (contact details in art. 1 of the present GCAU).

12.3. The customer may withdraw from the declaration of approval given under art.12.1. In written form at any time. In this case, the contract ends with receipt of the letter at the provider.

12.4 The Service Provider hereby undertakes to process and save the Client's personal data that it obtains from the former for the purpose of implementing the activities of CB LJ, in accordance with the law governing the protection of personal data and exclusively within the framework of the Client's authorisation and in accordance with the purpose for which the data was obtained. In doing so, it undertakes that it shall:

- protect the obtained data by respecting organisational, technical and logical-technical procedures and measures to protect personal data, prevent accidental or deliberate unauthorised destruction, modification or loss of the data and the unauthorised processing of such data by protecting premises, equipment and systems software and protecting software applications used to process personal data, preventing unauthorised access to personal data during transmission thereof, including transmission via telecommunications means and networks, ensuring effective methods of blocking, destruction, deletion or anonymisation of personal data and by enabling subsequent determination of when individual personal data was entered into a filing system, used or otherwise processed and who did so, for the period for which the individual data is saved,
- specially mark and protect sensitive personal data during processing in a manner that prevents access to unauthorised persons,
- protect the facilities in which the personal data carriers are

located with organisational and physical or technical measures that prevent unauthorised persons from accessing the data,

- anonymise or, if required by the Client, destroy all of the Client's obtained personal data without delay after the contractual or business relationship has been terminated.

ART. 13: DISPUTES

These GCAU are subject to Slovenian law. Any dispute arising from the performance and consequences thereof will be brought before the courts of Slovenia, to which the parties expressly attribute jurisdiction, including in the event of summary judgements, introduction of third parties or numerous defendants.

The provider of services respects the valid legislation on consumers' protection. The provider strives to fulfill their duty to establish an efficient system of examination of application and assign a person responsible, who a consumer could contact in case of difficulties via telephone or e-mail. The application is to be submitted at the e-mail address info@bicikelj.si

The examination of the application is a confidential procedure.

The provider of the services does not approve any provider of an out-of-court consumers dispute settlement in accordance with the legislation norms that could be raised through the Out-of-court Resolution of Consumer Disputes Act.

The provider of the services posts the link to the on-line consumer dispute settlement (SRPS) as the provider of the services provides for the on-line trading on the territory of the Republic of Slovenia. The platform is available here:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SL>

The said provision derives from the Out-of-court Resolution of Consumer Disputes Act, Regulation(EU) No. 524/2013 of European Parliament and Council on On-line Consumer disputes Settlement and revision of Decree (ES) No. 2016/2004 and Decree 2009/22/ES.

ART. 14: MODIFICATION OF THE GCAU

Any change in the general conditions and terms will be simultaneously published on the BICIKELJ website and at all the terminals at BICIKELJ stops. Each existing user will have to confirm their agreement with the new general terms and conditions before their next bike rental.

ART. 15: WITHDRAWAL FROM THE CONTRACT

The Customer can withdraw from the Contract at any time without having to state their reasons. They must inform the Service Provider about the withdrawal. The revocation of the letter of agreement for keeping and processing personal data under item 12.3 of the General Requirements shall also be considered a withdrawal from the Contract. The Provider shall charge no additional costs to the Customer due to the withdrawal.

ART. 16: TAXES

All prices and fees include vat.