

ANNEX NO. 2

of the General Terms and Conditions for the Use of Shared Bicycles of the City of Žilina within the BikeKIA Service:

COMPLAINTS PROCEDURE

This Complaints Procedure (hereinafter referred to as "**Complaints Procedure**") is an integral part of the General Terms for the use of shared Bicycles of the city of Žilina within the BikeKIA Service, effective from February 1, 2019 (hereinafter referred to as the "**General Terms**") and is effective from February 1, 2019. All capitalized terms used in this Complaints Procedure have the same meaning and content as in the General Terms.

1. APPLICATION AND SUBMISSION OF COMPLAINTS, CLAIMS AND INITIATIVES

- 1.1. Any complaint, claim or initiative may be filed by the Applicant for Registration or the User with the Provider by calling the customer support telephone number: +421 905 073 073 (during customer support availability), or through the Provider's contact email at info@bikekia.sk, or in writing at the current address of the Provider's registered office listed in the Commercial Register: Štúrova 72, 949 44 Nitra, Slovak Republic.
- 1.2. A complaint, claim or initiative is judged by its content. The Provider only deals with the complaints, claims or initiatives, if it is possible to ascertain from their content, who is doing such an activity and what does it concern.
- 1.3. The liability for defects of the BikeKIA Service may be done by filing a complaint. The complaint is handled in the Complaints Procedure, i.e., in the manner specified in Section 2 of the Complaints Procedure. If it is not a complaint, unless their content indicates otherwise, the other activities are considered as claims or initiatives. Claims and initiatives are handled continually, depending on the Provider's current capabilities and in a more informal manner.

2. COMPLAINTS PROCEDURE

- 2.1. The Provider shall be liable for defects of the BikeKIA Service (i.e., quality defects of the provided service) only to the extent determined by the relevant legal regulations.
- 2.2. The User is obliged to file a complaint with the Provider without undue delay after having had the opportunity to ascertain the relevant defect, however, at the latest within 30 days of the alleged defect.
- 2.3. The complaint must comply with the requirements of this legal act, and it should be clear (i) who is doing it (by indicating at least the name, surname, maiden name, date of birth and residence, in case of a natural person, or name/business name, Company ID, and registered office, in case of a legal person, as well as the telephone number entered into the BikeKIA Service or the Nextbike system, and the contact email), (ii) what it concerns (exact description of the alleged defect and its manifestations, as well as time and location of finding), and (iii) it should determine, if appropriate, the proposed method of handling the complaint. **The content of the complaint must clearly state that it is a complaint using the noun "complaint" or the verb "to complain", otherwise the respective User agrees that the Provider shall not consider the User's action as a complaint, or that the User is filing a complaint.** The User shall enclose all evidence available to him/her to verify the validity of the complaint. In case of a complaint made via the customer support telephone number, the User shall submit to the Provider all the evidence available to him/her, by which it is possible to verify the validity of the relevant complaint within three days of the relevant complaint being filed.
- 2.4. The Complaint Procedure begins by the User filing the complaint.

- 2.5. After the complaint was filed, the Provider shall issue to the respective User a confirmation of the filing (i.e., confirmation of receipt of the respective complaint) of the respective complaint, in accordance with the respective legal regulations (if the person filing the complaint is the consumer, within the period pursuant to Section 18 par. (8) of Act no. 250/2007 Coll., as amended), by: (i) sending such confirmation in the form of an SMS or MMS message to the telephone number provided by the respective User for such purpose (or for delivery), otherwise to the telephone number, from which the complaint has been filed, in the event of a complaint made via the customer support telephone number, (ii) sending the document to the email address provided for such purpose (or for delivery) by the respective User, otherwise to the email address from which the complaint was sent, in the event of a complaint lodged by email, (iii) sending such confirmation to the correspondence address provided by the respective User for such purpose, otherwise to the address from which the dispatch (complaint letter) was sent, and if such address is not provided, to any address specified in the complaint letter other than the address of the Provider, in the event of a complaint filed by sending of a dispatch (complaint letter) to the address of the Provider's registered office, or (iv) issuing such confirmation directly to the hands of the respective User, in the event of a claim made by the User personally at the address of the Provider's registered office, or (v) any other means.
- 2.6. In the complaint confirmation, the Provider shall instruct the consumer, in accordance with § 18 par. 4 of Act no. 250/2007 Coll., as amended. The Provider may not provide this instruction, if the relevant User is not the consumer.
- 2.7. If the User is the consumer, the Provider will proceed according to § 18 par. 4 of Act no. 250/2007 Coll., as amended, while:
- 2.7.1. the Provider shall assess the justification of the respective complaint and shall determine the manner of handling it immediately, if possible. In complex cases, within 3 working days from the date of the complaint, in justified cases, especially if a complex, technical assessment of the service is required, within 30 days from the date of the complaint;
 - 2.7.2. after the Provider has determined the manner, in which the complaint is to be handled, the respective complaint will be handled immediately. In justified cases, the complaint may be handled later, however, the complaint may not be processed for more than 30 days from the date of the complaint. After the expiry of the 30-day period from the application of the respective complaint to settle the respective complaint, the consumer has the right to withdraw from the contract between the Provider and the User, to which the respective complaint relates (i.e., either relates to the respective Framework Agreement or to a particular Partial Contract), or to exchange the respective service for a new service (i.e., for the respective service to be provided properly);
 - 2.7.3. the respective complaint shall be handled by any of the methods specified in § 2 (m) of Act no. 250/2007 Coll. (as it is a service and not a product):
 - 2.7.3.1. if the Provider considers the respective complaint as justified, by a written request to accept the complaint settlement, or
 - 2.7.3.2. if the Provider considers the respective complaint as unfounded, by a justified refusal of the respective complaint.
 - 2.7.4. the Provider shall provide the respective User with a written document containing information about the settlement of the respective complaint no later than 30 days from the date of receiving the complaint (Section 2.7.3 of the Complaints Procedure), thereby completing the respective complaint procedure. The Provider may deliver the written document within the meaning of the previous sentence to the User also in the following manner: (i) in the event of a complaint made via the customer support telephone number, sending such confirmation in the form of an SMS or MMS message to a telephone number provided for such purpose (or for delivery) by the respective User, otherwise to the telephone number, from which the complaint has been filed, (ii) in the event of a complaint filed by email, by sending the written document to the email address provided for such purpose (or for delivery) by the respective User, otherwise to the email address, from which the complaint was sent, while maintaining the written form, (iii) in the event of a complaint filed by delivery of a dispatch (complaint letter)

to the address of the Provider's registered office, by sending such confirmation to the correspondence address provided for such purpose by the respective User, otherwise to the address from which the complaint (complaint letter) was sent, and if such address is not provided, to any address specified in the complaint letter other than the address of the Provider, (iv) by sending an email to the last email address that the User entered into the BikeKIA Service or the Nextbike system, while maintaining the written form, or (v) by sending the written document in paper form to the User's address provided by the User in the respective complaint, or to any other address of the User.

- 2.8. If the User is not the consumer, the Provider does not have to proceed according to Section 2.7 of the Complaints Procedure. It is sufficient to communicate the justification of the respective complaint, or lack thereof, together with the Provider's opinion regarding the respective complaint to the respective User as soon as possible.
- 2.9. The Provider keeps records of complaints, in accordance with applicable law.