



GENERAL TERMS AND CONDITIONS for using the BikeKIA bike sharing service of the city of Žilina

The BikeKIA service provider is **ARRIVA Slovakia a.s.**, a company incorporated under the law of the Slovak Republic, ID no.: 35811439, TIN no.: 2020283386, VAT ID no.: SK7120001735, with registered office: Štúrova 72, 949 44 Nitra, Slovak Republic, registered in the Commercial Register of the District Court of Nitra, section: Sa, insert number: 10493/N, customer support telephone number: +421 905 073 073 (the actual availability of the customer support is given at the website), email address: info@bikekia.sk (hereinafter referred to as the "**Provider**").

The Provider manages the BikeKIA service (i.e., assures the functionality of the software), operates and has the right to temporarily use the BikeKIA Bicycles and Stations (in order to ensure the functionality of the hardware), as well as the right to temporarily provide the BikeKIA Bicycles involved in the Service to a third person.

The main sponsor of the BikeKIA Service is **Kia Slovakia Foundation**, founded under the law of the Slovak Republic, ID no.: 42349826, TIN no.: 2024083215, VAT no.: SK2024083215, with registered office: Sv. Jána Nepomuckého 1282/1, 013 01 Teplička nad Váhom, Slovak Republic, registered in the Register of Foundations maintained by the Ministry of the Interior of the Slovak Republic under the registration number: 203/Na-2002/1070.

The owner of the Bicycles and the technical equipment of the Stations involved in the BikeKIA Service is the **city of Žilina**.

These General Terms and Conditions for using the BikeKIA bike sharing service of the city of Žilina (hereinafter referred to as "General Terms") govern the conditions of use of the Bicycles under 1.1.2 of the General Terms, i.e., the bicycles belonging to the bike sharing service owned by the city of Žilina, which are involved in the BikeKIA Service operated by the Provider only within the urban area of the city of Žilina.

1. DEFINITIONS

1.1. For the purposes of these General Terms, the terms below are as follows:

- 1.1.1. "**Application**" means any mobile application intended by the Provider to provide the BikeKIA Service;
- 1.1.2. "**Bicycle**" means a bicycle, including all its components and accessories, owned by the city of Žilina and operated by the Provider that is specially adapted for the automated provision of the BikeKIA Service that has been placed in the urban area of the city of Žilina for the purpose of providing the BikeKIA Service. The Bicycles are equipped with a GPS locator for real-time tracking of the exact location of each bicycle. For their easier identification, the Bicycles are made in a uniform branding that includes the BikeKIA symbol;

- 1.1.3. "**Partial Contract**" means a (mixed) contract and is relevant to Section 4.4 of the General Terms;
- 1.1.4. "**Borrowing Period**" means thirty (30) minutes from the conclusion of the respective Partial Contract (i.e., the **User is obliged to return such a Bicycle no later than thirty minutes** after the conclusion of the respective Partial Contract, i.e., **from the moment of borrowing of the respective Bicycle**);
- 1.1.5. "**Lease time**" means the time, which, if the suspensive condition, specified in Section 4.4.2 of the General Terms, is met (i.e., only if the User violates his obligation to return the respective Bicycle before the end of the Borrowing Period under the applicable Partial Contract), begins to run with the expiration of the Borrowing Period, according to the applicable Partial Contract (i.e., **begins with the thirty first minute**) and **ends with the return of the Bicycle or the moment when the Provider prompts the User to return** the respective Bicycle (for example by sending such a prompt in the form of an SMS, MMS message, or email from the Provider to the User);
- 1.1.6. "**Nextbike System**" is an international automated temporary bicycle sharing system belonging to nextbike GmbH – a company incorporated under the law of the Federal Republic of Germany, with registered office: Erich-Zeigner-Allee 69-73, 042 29 Leipzig, Federal Republic of Germany, registered in the Commercial Register of the District Court of Leipzig under no. HRB 21178;
- 1.1.7. "**Civil Code**" is Act no. 40/1964 Coll. of the Civil Code, as amended, including legislation to change or replace it;
- 1.1.8. "**BikeKIA Service Restriction**" is defined in Section 14 of the General Terms;
- 1.1.9. "**Framework Agreement**" means a contract between the Provider and the Applicant for Registration, in accordance with the General Terms, concluded by the Provider and the Applicant for Registration, where (i) the Applicant for Registration has registered with the BikeKIA Service, (ii) the Applicant for Registration has registered with the Nextbike system, (iii) the Applicant for Registration becomes a User under the General Terms, and (iv) the content of the Framework Agreement is the General Terms, as is defined in Section 2 of the General Terms. The Framework Agreement is concluded at the moment, when the Provider delivers the Applicant for Registration a Personal Identification Number (PIN) to the mobile telephone number provided by the Applicant for Registration in the relevant form placed on the website or in the Application (Personal Identification Number serves to identify the User in the BikeKIA Service and the Nextbike system);
- 1.1.10. "**Service fine**" means a fee – rent, according to the current Tariff, which is an inseparable appendix no. 1 of these General Terms, for the temporary use of the relevant Bicycle after the expiration of the Borrowing Period, agreed upon in case of the fulfillment of the suspensive condition in Section 4.4.2. of the General Terms (i.e., only in case the User violates the obligation to return the respective Bicycle before the end of the Borrowing Period under the applicable Partial Contract);
- 1.1.11. "**BikeKIA Service**" is a service, whereby the Provider (i) allows the User to conclude a Particular Contract with the Provider; and (ii) whereby the Provider fulfills the Partial Contracts obligations against the User (this service allows the User to temporarily use an available shared Bicycle, under the Partial Contract terms). The BikeKIA Service is linked to the Nextbike system;
- 1.1.12. "**Station**" is a place that is a part of the BikeKIA Service within the urban area of the city of Žilina with Bicycle docking stations, provided by the Provider, intended for the taking and returning of Bicycles. It is marked by the BikeKIA information panel and with the number of

the respective Station. The exact location of each Station is published on the website and in the Application;

- 1.1.13. "**Technical Fee**" is defined in Section 11.2 of the General Terms. Its current amount is being specified in the Tariff, which is an integral part of Annex no. 1 of these General Terms (the Provider's entitlement to the Technical Fee against the User arises only if the User agrees to such a fee, in accordance with Section 11.2 of the General Terms by non-compliance with the General Terms);
- 1.1.14. "**User**" means a person, who has concluded the Framework Agreement with the Provider (i.e., a person registered under the General Terms via the website or Application) or is otherwise registered in the Nextbike system (a continuously updated list of Nextbike system members/partners is available at <https://www.nextbike.de/en/locations/>, including the Provider and thus the arriva bike brand at <https://arriva.bike/>);
- 1.1.15. "**General Terms**" are the following General Terms and Conditions for using the shared BikeKIA Bicycles of the city of Žilina in their valid and effective wording;
- 1.1.16. "**Website**" means the BikeKIA website at www.bikekia.sk;
- 1.1.17. "**Applicant for Registration**" means a person, who has expressed the will to conclude the Framework Agreement and thus become a User under the General Terms by providing registration details (at least the mandatory registration details), agreeing to accept these General Terms and requesting registration via the form located on the website or in the Application.

2. SCOPE OF GENERAL TERMS

- 2.1. **These General Terms apply only to the BikeKIA Service, the provision of which is solely intended for the territory of the city of Žilina** (i.e., these General Terms govern only relations related to the use of bicycles, i.e., bicycles owned by the city of Žilina, operated by the Provider and specially adapted for the automated provision of BikeKIA Service, and have been placed in the territory of the city of Žilina for the purpose of providing the BikeKIA Service), unless otherwise stated in this article.
- 2.2. **These General Terms, with the exception of the second sentence of this paragraph, do not apply to contractual relationships for the temporary use of shared bicycles through services other than the BikeKIA Service that are linked to the Nextbike system. The User, who has concluded the Framework Agreement under these General Terms, is entitled to use his Personal Identification Number (PIN) or Application to use the shared bicycle through a service other than the BikeKIA Service, only if the User has read and agreed to the relevant general contractual or commercial terms and has become acquainted with and agrees to the price list of such a service.** The Provider hereby warns the User that such other services are **generally payable**, and their respective remuneration, when using such other services, may be automatically paid to the respective provider by means of a payment card entered by the User into the Nextbike system.

3. REGISTRATION, FRAMEWORK AGREEMENT AND ACCOUNT ACTIVATION

- 3.1. The basic prerequisite for short-term, temporary use of Bicycles according to the General Terms is the **registration of the User** (i.e., concluding the Framework Agreement under the General Terms or registration in the Nextbike system) and **activation of the User's account** (i.e., linking the User's account with the payment card data entered by the User), which are **free of charge**.
- 3.2. The Framework Agreement may be concluded by a natural person, who, at the time of conclusion of the Framework Agreement, (i) is at least 16 years of age (in words: sixteen) and (ii) has the legal capacity to conclude the Framework Agreement and Partial Contracts, or the Provider has received a consent of his/her legal guardian or caretaker in a form that the Provider will consider sufficient.
- 3.3. The Framework Agreement can be concluded only electronically as follows:

- 3.3.1. a person interested in concluding the Framework Agreement may submit a proposal to conclude the Framework Agreement only through the Website (www.bikekia.sk) or Application (an application designated by the Provider to provide the BikeKIA Service);
 - 3.3.2. manifestation of the will of the person wishing to conclude the Framework Agreement (i.e., the registration proposal of the Applicant for Registration to conclude the Framework Agreement addressed to the Provider) is performed by entering such registration data (at least mandatory data) via the form provided on the Website or in the Application, approving (accepting) these General Terms, and requesting registration through a form located on the Website or in the Application;
 - 3.3.3. after the Provider receives the registration proposal of the Applicant for Registration to conclude the Framework Agreement pursuant to Section 3.3.2. of the General Terms, the Provider shall consider such a proposal (focusing on its completeness, preliminary control of entered data and the need to prevent system misuse), and if the Provider accepts this registration proposal, it shall notify the Applicant for Registration of its acceptance by sending an SMS or MMS message containing the personal identification number (PIN) of the Applicant for Registration using the mobile phone number entered by the Applicant for Registration in the appropriate form located on the Website or in the Application (the personal identification number serves to identify the User in the BikeKIA Service and the Nextbike system); and
 - 3.3.4. the relevant Framework Agreement is concluded, when the personal identification number (PIN) is delivered to the Applicant for Registration by the Provider to the mobile telephone number entered by the Applicant for Registration in the relevant form located on the Website or in the Application (the personal identification number serves as an identification of the User in the BikeKIA Service and the Nextbike system).
- 3.4. **By concluding the Framework Agreement, the Provider and the Applicant for Registration have agreed (i) that the Applicant for Registration has registered for the BikeKIA Service, (ii) that the Applicant for Registration has registered to the Nextbike system; (iii) that the Applicant for Registration becomes a User under the General Terms, and (iv) that the terms of the Framework Agreement are the General Terms (including all their annexes, including, but not limited to, the Tariff) in so far as their scope is defined in Section 2 of the General Terms. By concluding the Framework Agreement, the User also (i) undertakes to change the data provided by the User to the Provider before the conclusion of the Partial Contract by the User through the Website or the Application to the actual data and (ii) agrees to receiving SMS and MMS messages and email messages from the Provider that are necessary to fulfill the Provider's obligations under the General Terms.**
- 3.5. Upon the conclusion of the Framework Agreement, only the User is entitled to use the personal identification number (PIN) notified to this User (i) to log in to the Website and to the Application (i.e., to login to the BikeKIA Service), and (ii) to sign in to the Nextbike system (i.e., signing up for services other than the BikeKIA Service linked to the Nextbike system, but only after agreeing to and accepting the general terms and conditions of the applicable service and meeting the other terms and conditions set forth in such general terms and conditions of the applicable service).
- 3.6. The User is strongly advised not to disclose his/her personal identification number (PIN) to a third party and not to allow a third party to access his/her signed-in account on the Application, the Website, any other application, or any other site of another member's/partner's service connected to the Nextbike system (it is recommended to always sign-out when inactive).
- 3.7. The User is obliged to prevent unauthorized use of his/her personal identification number (PIN), unauthorized use of his/her account at the Website and in the Application, as well as unauthorized use of the telephone number and email that he/she has provided to the Provider.
- 3.8. No person acting on behalf of the city of Žilina, or any other third party, is entitled to request the User's personal identification number (PIN) from the User.

- 3.9. The actions of a person logged in through a User's personal identification number (PIN) through the Application, the Website, or through another application, or the website of another member's/partner's service connected to the Nextbike system, are the User's activities, unless otherwise stated in this section. The actions of the User pursuant to the preceding sentence that were achieved by a criminal offense without the participation of the User, or where the Provider complied with the related claim of the User, in which the User objects that he/she did not cause the abuse of his personal identification number (PIN) shall not be regarded as such.
- 3.10. In the event that the personal identification number (PIN) of the User is misused or such abuse is likely, the User is obliged to immediately notify the Provider by calling the customer support telephone number: +421 905 073 073 (during customer support availability), or via email: info@bikekia.sk.
- 3.11. The User shall be allowed to conclude the Partial Contracts based on the concluded Framework Agreement (i.e., the short-term use of the respective available Bicycle) only after activating his/her User Account, while:
- 3.11.1. the activation of a User Account requires the User to enter payment card information, either a debit card or credit card issued by VISA or MASTERCARD, electronically via a secure connection to a Adyen payment gateway located on the Website or in the Application. By filling out the payment card data, in accordance with the previous sentence, the User declares that (i) he/she has the unlimited right to use the payment card to fulfill any Provider's claims under these General Terms, in the event that they arise under the General Terms, in the amount according to the Tariff, which is an integral part of the General Terms, and that such right can be demonstrated upon request, and (ii) the payment card details provided by the User are true;
 - 3.11.2. the Provider is entitled to verify the User's creditworthiness by requesting additional data from the User after he/she provides the payment card data pursuant to Section 3.11.1 of the General Terms; and
 - 3.11.3. if the User's account is successfully activated, the User's account on the Website and in the Application will be displayed as activated (i.e., "active") after the User logs in using his/her personal identification number (PIN).

4. PARTIAL CONTRACTS

- 4.1. Performance of the Partial Contract within the BikeKIA Service means the transfer of a specific available Bicycle involved in the BikeKIA Service to a specific User, which shall **be free of charge, if the User duly fulfills his/her obligations under the Partial Contract and returns the respective Bicycle before the end of the Loan Period, otherwise this service shall be paid as specified in this Section and in Section 11 of the General Terms and in the Tariff**, which is an integral annex no. 1 of these General Terms.
- 4.2. Only a User whose account has been activated (activation under Section 3.11 of the General Terms , or such other activation, where the payment card data entry and subsequent activation occurred within a service other than the BikeKIA Service that is linked to the Nextbike system) may conclude a Partial Contract.
- 4.3. A Partial Contract can only be concluded electronically as follows:
- 4.3.1. The User, who wishes to conclude a Partial Contract, after logging in through his/her personal identification number (PIN) to the Application or to another application linked to the Nextbike system, will request the Provider via the Bicycle release interface (e.g., "Rent a Bike" button) to allow him/her to temporarily use a particular Bicycle (i.e., makes a proposal to conclude the relevant Partial Contract). As part of the procedure under the previous sentence, the User shall designate a particular Bicycle, for which he/she intends to conclude a Partial Contract, by entering the respective Bicycle number or scanning the QR code on the respective Bicycle. Subsequently, the Provider shall preliminarily assess, whether the

respective Partial Contract may be concluded with the respective Bicycle, or not (for example, the respective Bicycle is not available, or is damaged). If, after the preliminary assessment, it is possible to leave the respective Bicycle in temporary use of the User, the interface will prompt the respective User to confirm his/her interest to temporarily use the respective Bicycle. The proposal to conclude the respective Partial Contract is made by confirming the interest of the respective User to temporarily use the respective Bicycle within the meaning of the previous sentence;

- 4.3.2. The Provider shall, without undue delay, automatically assess the respective User's proposal for conclusion of the respective Partial Contract pursuant to Section 4.3.1 of the General Terms, and if the Provider accepts such a proposal, the Provider shall automatically and without undue delay notify (i) the respective User of the successful temporary usage, for example by means of the relevant application referred to in Section 4.3.1 of the General Terms (e.g., by displaying the "Bicycle rental successful" notice), and (ii) remotely unlock the respective Bicycle lock; and
 - 4.3.3. the respective Partial Contract is concluded, when the respective User has been notified, within the meaning of indent (i) of Section 4.3.2 of the General Terms, of a successful temporary usage by, for example, by the relevant application referred to in Section 4.3.1 of the General Terms (e.g., by displaying the "Bicycle rental successful" notice), however, always at the latest, when the respective User starts to use the respective Bicycle. The respective User may also verify the conclusion of the respective Partial Contract through the Application or other application interface (if it allows it) connected to the Nextbike system after logging in using his/her personal identification number (PIN).
- 4.4. By concluding the Partial Contract, the Provider and the User agree that the Partial Contract is a (mixed) contract concluded between the Provider and the User under the General Terms, which includes the General Terms, consisting of:
- 4.4.1. **the borrowing agreement** pursuant to Section 659 et seq. of the Civil Code, by which the Provider, as the lender, **free of charge**, temporarily allows the User as the borrower **to use the selected Bicycle for the Loan Period** and the User undertakes to return the respective Bicycle to the Provider as soon as he/she no longer needs the respective Bicycle, but no later than by the end of the Borrowing Period, and all this under these General Terms and Conditions, which are an integral part of such a contract (i.e., a free Bicycle involved in the BikeKIA service in the city of Žilina shall be provided free of charge to the specific User for the duration of the Borrowing Period, under the terms of these General Terms and Conditions, which the User must follow), and
 - 4.4.2. **the lease contract** pursuant to Section 663 et seq. of the Civil Code, agreed between the Provider and the User with a suspensive condition (Section 36 of the Civil Code), stating that if the User breaches his obligation to return the respective Bicycle before the end of the Borrowing Period, the Provider, as a lessee, provides the respective Bicycle for a **fee (i.e., rent) - Service Fee to the User, according to the respective Partial Contract, so that the User may use this Bicycle temporarily during the Lease Period**. The User undertakes to return the respective Bicycle, according to the Partial Contract, without undue delay, but no later than the expiry of the Lease Period and to pay the Service Fee to the Provider, all in accordance with these General Terms, which are an integral part of such a contract (i.e., for the case of meeting the suspensive condition that the User has breached his obligation to return the respective Bicycle before the end of the Borrowing Period, the Partial Contract concludes a payable (for a Service Fee) use of the Bicycle involved in the BikeKIA Service, which should have already been returned, subject to the terms and conditions of these General Terms that the User is obliged to adhere to).

- 4.5. By concluding the Partial Contract, the User confirms that (i) the data provided by the User to the Provider are correct and current at the time of conclusion of the Partial Contract and that (ii) he/she knows the contents of these General Terms, including the Tariff, which is an integral part of the General Terms, and agrees with their content.
- 4.6. At the same time, the User may have a maximum of 4 (in words: four) Bicycles in temporary use, i.e., no more than 4 (in words: four) current Partial Contracts, unless the Provider and User specifically agreed otherwise in writing.
- 4.7. The Partial Contract shall last no more than the time of return of the respective Bicycle pursuant to Section 10 of the General Terms.

5. BICYCLE STATE CONTROL

- 5.1. Prior to concluding the Partial Contract, the User, who is interested in concluding such Partial Contract, shall (i) be duly acquainted with the technical condition of the respective Bicycle, which shall be the subject of the Partial Contract, and its correct use and control (at the Website) and (ii) check, whether the bicycle is ready to ride, and whether it is safe to ride. In particular, it is necessary to check the fastening of the bolts and safety components; the condition of the frame, handlebars, the seat; the pressure in the wheels, as well as the proper functioning of the lights, brakes and lock.
- 5.2. By concluding the Partial Contract, the User declares that he has acquainted himself/herself with the technical condition of the respective Bicycle, with its correct use and control, and has not found any defects during the procedure under Section 5.1 of the General Terms. **Should the User find any defect affecting the security or functionality of the lock during the procedure under Section 5.1 of the General Terms, he/she shall not request the Provider to use such Bicycle (Section 4.3.1 of the General Terms) and shall notify the Provider about any defect thus discovered, in accordance with Section 5.4 of the General Terms.**
- 5.3. After concluding the Partial Contract, the User is obliged to check, before every ride on the Bicycle, whether the respective Bicycle is ready for riding, and whether it is safe to ride. In particular, it is necessary to check the fastening of the bolts and safety components, the condition of the frame, handlebars, the seat, the pressure in the wheels, as well as the proper functioning of the lights and brakes. If the User discovers a technical failure or defect, he/she shall (i) immediately discontinue to use the respective Bicycle, (ii) immediately return the Bicycle, and (iii) notify the Provider of any such technical failures and defects discovered by the procedure specified under Section 5.4 of the General Terms.
- 5.4. Any technical malfunction, such as limitation, malfunction, damage or absence of brakes, lock, wheel, rim, cart, bell, lights, chain, derailleur, frame, rack; low tire pressure, or shifting or steering errors, as well as any defects (such as pollution or damage) of the respective Bicycle shall be reported to the Provider by the User as soon as they are discovered by the User. The reporting is to be done (i) electronically via the Application's interface, (ii) by sending an email at info@bikekia.sk and including the designation of the respective Bicycle number and identification of all discovered technical defects, as well as all other defects, (iii) by calling the customer support telephone number: +421 905 073 073 (during customer support availability) and including the designation of the respective Bicycle number and identification of all technical defects discovered, as well as all other defects, (iv) via another application linked to the Nextbike system, or (v) in the form of a claim under Section 12 of the Complaints Procedure, which is listed in annex no. 2 of the General Terms and is an integral part thereof (in this case the User expressly states that he/she applies or submits a "complaint").
- 5.5. The User is not authorized to replace, modify, remove, or repair the Bicycle, its parts or any of its accessories.

6. GENERAL CONDITIONS FOR BICYCLE USE

- 6.1. The User is entitled to use the respective Bicycle, based on the respective Partial Contract, only in accordance with the following conditions:
- 6.1.1. The Bicycle cannot be used or transported outside the territory of the city of Žilina and cannot be used for business purposes during the Borrowing Period;
 - 6.1.2. The User is not allowed to give the Bicycle (i.e., not even as a borrowing/rental/sublease) to a third party. In the event that a person other than the User is using the respective Bicycle in violation of the meaning of the previous sentence, the User is fully responsible for such person, as if the User himself/herself was using the respective Bicycle;
 - 6.1.3. The Bicycle can only be used by a person, who:
 - 6.1.3.1. has reached the age of 16 (in words: sixteen) or has not yet reached the age of 16 (in words: sixteen), but is under the supervision of a person with full legal capacity, who also meets the requirements of Sections 6.1.3.2. and 6.1.3.3;
 - 6.1.3.2. is mentally and physically fit for riding a bicycle and his current mental and health condition allows him/her to ride the Bicycle;
 - 6.1.3.3. at the time of riding the Bicycle, is not under the influence of alcohol or other intoxicating or psychotropic substances, nor does he/she have alcohol or narcotic or psychotropic substances present in his/her body above the normal, natural biological values (including any medication containing such substances);
 - 6.1.4. The Bicycle can only be used:
 - 6.1.4.1. in such a way as to prevent damage, destruction, loss or theft;
 - 6.1.4.2. in the usual way intended for the purpose of transporting one person only and possibly also luggage. The total weight of the person and all the luggage to be transported must not exceed 120 (in words: one hundred and twenty) kg in total, of which the total weight of luggage carried in the basket of the respective Bicycle shall not exceed 10 (in words: ten) kg. The transported luggage can only be placed in the basket of the respective Bicycle, or can be attached to the cyclist, and only if the safety of such a cyclist, the safety of other persons or property (including the Bicycle) is not jeopardized, and only if the respective luggage is securely fastened; and
 - 6.1.4.3. in accordance with Act no. 8/2009 Coll. on Road Traffic and on Amendments and Supplements to Certain Acts, as amended, including legal regulations replacing the abovementioned Act, and in accordance with other legislation in force and effective in the Slovak Republic;
 - 6.1.5. The Bicycle may not be used on the basis of the same Partial Contract after the respective Partial Contract has been terminated, nor after the User has received the return confirmation of the respective Bicycle (e.g., by email, SMS or MMS message, or by registering the return of the respective Bicycle on the User's account, accessible after the User's login at the Website or in the Application, whichever comes first). This clause does not prevent the User from concluding another Partial Contract, with the subject being the same Bicycle as in the previous Partial Contract;
 - 6.1.6. The cyclist riding the Bicycle is obliged to adapt his/her riding in particular to his/her abilities, characteristics of the Bicycle and the luggage, weather conditions, road conditions and other circumstances that can be foreseen. **The Provider warns the User that the weather conditions affecting the Bicycle during strong winds, e.g., in a storm, are more pronounced, in comparison with a regular bicycle, because of the ad banners placed on the Bicycle. The Provider does not recommend the use of Bicycles during bad weather in the city of Žilina, especially during rain, in case of adverse weather conditions, ice and snow cover, or during reduced visibility. The use of the Bicycle in such conditions is at the User's own risk;** and
 - 6.1.7. The cyclist riding the Bicycle must not ride without holding the handlebars, hold on to another vehicle, hold a second bicycle, hand truck, dog, or other animal

while riding, nor carry items that would make riding the Bicycle difficult or endanger other persons or animals. When riding, the cyclist must have his/her feet on the pedals. Under reduced visibility, a cyclist riding on the roadside must wear reflective elements or reflective safety clothing.

- 6.2. The User is obliged to ensure that the respective Bicycle, which he/she used during the respective Partial Contract, is not used in a manner that is not in accordance with Section 6.1 of the General Terms.

7. BICYCLE PARKING

- 7.1. The User is entitled to park the Bicycle only in the territory of the city of Žilina, and only in a publicly accessible and visible place. The User is also obliged to comply with the road traffic regulations and all relevant related legislation when parking. The user is also obliged to ensure that the respective Bicycle does not endanger road safety, does not interfere with other road users, does not restrict pedestrians, and does not endanger the property nor limit the exercise of the rights of third parties.
- 7.2. Bicycle parking is prohibited especially:
- 7.2.1. by leaning it against a traffic lights pole;
 - 7.2.2. by leaning it against a parking meter;
 - 7.2.3. by leaning it against a road sign;
 - 7.2.4. on sidewalks that are, as a result of incorrect parking of the respective Bicycle, narrowed to less than 1.5 meters in width;
 - 7.2.5. in front of, in or near emergency exits or areas reserved for rescue units;
 - 7.2.6. in front of billboards, if the respective Bicycle covers them; 7.2.7. by leaning it against a fence;
 - 7.2.8. in buildings or vehicles.
- 7.3. The User is obliged to use the stand of the respective Bicycle every time when parking, except if the respective Bicycle is being returned by placing it (parking it) directly into the dock (stand) of the Station.
- 7.4. The User is obliged to lock the respective Bicycle, whenever he/she is not in direct physical contact with it. The Bicycle is locked manually by means of a lock mounted above the rear wheel of the respective Bicycle. The User is always obliged to check, whether the respective Bicycle has been properly locked, i.e., to lock it with the lock, according to the previous sentence.
- 7.5. The relevant User **may park the respective Bicycle at the time of the respective Partial Contract only by (i) notifying the Provider that he/she wants to park the respective Bicycle through the Application interface** (BikeKIA Application), or other service application connected to the Nextbike system, to which the is User logged in through his/her personal identification number (PIN), **and only then (ii) locks the respective Bicycle**, according to Section 7.4 of the General Terms. The respective User is obliged to terminate the parking, within the meaning of the previous sentence, within 30 (by the word: thirty) minutes at the latest from the start of such parking during the respective Partial Contract, by requesting the Provider to open the respective lock via the Application interface (BikeKIA Application) or the application of another service connected to the Nextbike system, to which the User is logged in through his/her personal identification number (PIN).
- 7.6. **If, during the respective Partial Contract**, the User is not in direct physical contact with the respective Bicycle and (i) this is not an unfinished (continued) parking, according to Section 7.5 of the General Terms, or (ii) it is an unfinished (continued) parking, according to Section 7.5 of the General Terms, which does not comply with any of Sections 7.1 to 7.4 of the General Terms, or (iii) it is an unfinished (continued) parking under Section 7.5 of the General Terms for more than 30 (in words: thirty) minutes, **then the User agrees that instead of the User, the Provider returns the respective Bicycle**. The Provider is not obliged, but authorized to return the respective Bicycle instead of the User within the meaning of the previous sentence. If the Provider returns the respective Bicycle instead of the User, then

7.7. The Provider warns the User that in the event of any breach of any of the User's obligations under this Section, the Provider, the city of Žilina, or possibly third parties will probably incur damage. The User is liable, in accordance with the law, for damages within the meaning of the previous sentence.

8. TRAFFIC ACCIDENT OR DAMAGE EVENT

- 8.1. In the event that a traffic accident or a damage event, the obligations of the driver and the participant in the traffic accident or the participant in the damage event are governed by the relevant legal regulations (in particular, Articles 64 to 66 of Act No. 8/2009 Coll. on Road Traffic and on Amendments and Supplements to Certain Acts, as amended, including the regulations replacing the abovementioned Act).
- 8.2. In the event of a traffic accident or a damage event, the User is obliged to immediately notify (i) the Provider by calling the customer support telephone number: +421 905 073 073 (during customer support availability) or via the Provider's email: info@bikekia.sk, (ii) if necessary, the integrated rescue system (e.g., via a unified pan-European emergency number 112), and (iii) the relevant public authorities, if the applicable law requires it (for example by calling police, in case of a traffic accident).

9. SPECIAL SITUATIONS

- 9.1. The User uses the BikeKIA Service at his/her own risk, including when using and riding the respective Bicycle. If the luggage is transported on the Bicycle, it is done so solely at the User's own risk (for example, the Bicycle basket is open, without theft protection, it is not shock-proof, weather-proof, nor it is suitable for transport of valuables). The User is obliged to protect his/her head with a properly secured protective helmet, to the extent of complying with the traffic rules. The Provider recommends that during each ride, every User uses a properly fitted, undamaged protective helmet.
- 9.2. The User is obliged to control the respective Bicycle throughout the duration of the respective Partial Contract and to act in such a way as to avoid damage to health, property, nature and the environment. The User shall be liable for any damage or personal injury caused by him/her, even if the damage and personal injury is deemed to be caused by a third party, which the User has not prevented from using the respective Bicycle that was left in the respective User's temporary use.
- 9.3. If any personal injury or damage occurs in connection with the respective Bicycle used by the User, or if such Bicycle is lost, destroyed, damaged or stolen, the User shall immediately notify the Provider by calling the customer support telephone number: +421 905 073 073 (during customer support availability) or via the Provider's email: info@bikekia.sk, and provide the Provider with necessary assistance regarding such fact/event, in order to minimize its negative consequences.
- 9.4. The Provider warns the User that the User is obliged to properly use the respective Bicycle, in accordance with the General Terms, therefore the User is liable, for example, for such damage and injury, (i) if the respective Bicycle is stolen or damaged, even if this occurs only due to the User's negligence, or (ii) if damage occurs due to the User's late fulfillment of his/her notification obligation under the General Terms.
- 9.5. Neither the Provider nor the city of Žilina is liable for the actions of third parties. Neither the Provider nor the city of Žilina is liable for the transportation of luggage. The Provider is not liable for any damage caused by the use of the Bicycle in violation of the General Terms.

10. BICYCLE RETURN

- 10.1. The User terminates the duration of the respective Partial Contract, thus terminating the temporary use of the respective Bicycle by returning the respective Bicycle in such a way that all the following conditions are met simultaneously:

- 10.1.1. the Bicycle, according to the respective Partial Contract, **is located in the territory of the city of Žilina at a Station** involved in the BikeKIA service (the exact location of each Station is listed on the Website and in the Application), by (i) being placed in a free dock of the respective Station, or (ii) if the procedure under (i) is not possible, it shall be placed in a clearly visible place within a radius of 10 (in words: ten) meters from the information panel of the respective Station. When proceeding according to indent (ii) of this section, the User is obliged to ensure that the respective Bicycle is located in the area according to indent (ii) of this paragraph, in accordance with the parking requirements specified in Sections 7.1 to 7.3 of the General Terms;
 - 10.1.2. the respective Bicycle was locked, in accordance with the respective Partial Contract, by means of the lock, mounted above the rear wheel of the respective Bicycle, while fulfilling the condition under Section 10.1.1 of the General Terms. The Bicycle is locked manually by means of the lock mounted above the rear wheel of the respective Bicycle. The User is obliged to always verify that the respective Bicycle has been properly locked, i.e., to immobilize it using the lock within the meaning of the previous sentence;
 - 10.1.3. upon the simultaneous fulfillment of the conditions under Sections 10.1.1 and 10.1.2 of the General Terms, the **User has notified the Provider of the return** of the respective Bicycle together with providing the respective Bicycle number and its exact location (indicating the Station number or specifying the exact GPS coordinates of the place, where the conditions under Sections 10.1.1 and 10.1.2 of the General Terms were met). The User is obliged to provide the notification (successfully) under this Section immediately, but no later than 10 (in words: ten) minutes from the simultaneous fulfillment of the conditions under Sections 10.1.1 and 10.1.2 of the General Terms. The User may provide the notification under this Section:
 - 10.1.3.1. in an automated manner, which takes place immediately upon locking the respective Bicycle at the Station, in accordance with Sections 10.1.1 and 10.1.2 of the General Terms, if this service is currently available. The Provider does not guarantee the availability of the service within the meaning of the previous sentence. The automated service, according to the first sentence of this Section, is also not available, even in case of a reported parking of the respective Bicycle, according to Section 7.5 of the General Terms, when the User has not yet agreed to return the respective Bicycle, according to Section 7.6 of the General Terms. The User is required to always verify, whether the respective Bicycle has been returned or not, via the Application interface or another application linked to the Nextbike system, by logging in with his/her personal identification number (PIN). If the return of the respective Bicycle was not successful, or the respective User was able to verify the return of the respective Bicycle, the respective User is obliged to use a different notification method under Section 10.1.3 of the General Terms;
 - 10.1.3.2. via the Application (BikeKIA Service Application) or through another application linked to the Nextbike system (if the respective application allows it). The User is always required to verify via the Application interface or another application linked to the Nextbike system, whether the respective Bicycle has been returned or not, after logging in with his/her personal identification number (PIN). If the return of the respective Bicycle was not successful, or the respective User has not been able to verify the return of the respective Bicycle, the User is obliged to use a different method of notification under Section 10.1.3 of the General Terms;
or
 - 10.1.3.3. by email at info@bikekia.sk.
- 10.2. On demand, the User is obliged to provide the Provider with information regarding the fulfillment of the conditions pursuant to Section 10.1 of the General Terms at any time

upon the Provider's request within 48 (in words: forty-eight) hours after the return of the respective Bicycle.

- 10.3. The Provider is entitled to confirm the return of the respective Bicycle to the User (i) via the Application (BikeKIA Service Application) or through another service connected to the Nextbike system (if applicable), (ii) by an SMS or MMS message sent to the last phone number entered by the User into the BikeKIA Service or the Nextbike system and/or (iii) by email to the last email address entered by the User into the BikeKIA Service or the Nextbike system.

11. TERMS OF PAYMENT

- 11.1. The registration of the User to the BikeKIA Service, the Nextbike system, as well as the fulfillment of the Provider's other obligations under the Framework Agreement is free of charge.
- 11.2. Every Partial Contract concluded with the User consists of a free-of-charge Borrowing Agreement (until the Borrowing Period expires) and a remunerated Lease contract that is concluded in the event that the User breaches his/her obligation to return the respective Bicycle before the end of the Borrowing Period as specified under Section 4 of the General Terms. **The remuneration for the Borrowing Agreement, which is a part of the Partial Contract, is the Service Fee, according to the current Tariff, which is an inseparable annex no. 1 of these General Terms.**
- 11.3. The Provider and the User have agreed that each Partial Contract contains these General Terms (i.e., they have agreed, among other things, on the terms of use of the respective Bicycle). **The Provider and the User hereby agree, as part of each Partial Contract, that in the event that the User fails to properly perform the selected activities associated with the proper use of the respective Bicycle, according to the respective Partial Contract, which are listed in the Tariff, which is an integral annex no. 1 of these General Terms, that the User pays the Provider also the respective technical fee stated in the Tariff, which is an integral annex no. 1 of these General Terms (hereinafter referred to as "Technical Fee") for the respective technical services associated with such activity.** The fulfillment or non-fulfillment of the selected activity pursuant to this Section by the User shall be considered at the moment of termination of the respective Partial Contract.
- 11.4. The Provider is entitled to use the payment card information provided by the User through the Adyen payment gateway for automatic payment of any possible Service Fee and any potential Technical Fee for which the Provider's right to the User has been incurred. The Provider has the right to call upon the User to pay any Service Fee due, as well as any possible Technical Fee in any other way.
- 11.5. The User may inquire about the occurrence of a possible right to a Service Fee in a short time after the end of the respective Partial Contract at the Website or in the Application (the respective duration of use of the respective Bicycle, according to the Partial Contract is stated here). The User may also inquire about the possible right to the Service Fee and the possible right to the Technical Fee by calling the customer support telephone number: +421 905 073 073 (during customer support availability) or through the Provider's contact email: info@bikekia.sk.

12. COMPLAINTS RELATED TO THE BIKEKIA SERVICE

- 12.1. Every complaint, claim or suggestion may be filed with the Provider by the Applicant or the User at the customer support telephone number: +421 905 073 073 (during customer support availability) or through the Provider's contact email: info@bikekia.sk, or in writing to the current address of the registered office of the Provider listed in the Commercial Register: Štúrova 72, 949 44 Nitra, Slovak Republic.
- 12.2. The manner and conditions for the application and handling of complaints, claims and suggestions are governed by the Complaints Procedure of the BikeKIA Service, which is attached as annex no. 2 of the General Terms, which is an integral part thereof, and by the applicable legislation.

13. DURATION OF THE FRAMEWORK AGREEMENT AND PARTIAL CONTRACT

- 13.1. The Framework Agreement is concluded for an unlimited duration. The Framework Agreement is a distance contract, in accordance with Act no. 102/2014 Coll., as amended.
- 13.2. The Framework Agreement expires:
- 13.2.1. when the User delivers to the Provider a request to cancel the registration (i) from his/her registered email to info@bikekia.sk, or (ii) from his/her account through the Website (if this functionality is available) or Application (if this functionality is available). The Provider is entitled to request the User to verify his/her identity through his/her personal identification number (PIN);
 - 13.2.2. at the moment, when the Provider sends the User an email to the last email address provided by the User, or an SMS or MMS message to the last telephone number provided by the User, to terminate the Framework Agreement (for example, if the BikeKIA service is found to be misused);
 - 13.2.3. by withdrawal of the User, who is the consumer, from the Framework Agreement pursuant to § 3 par. 1 and § 7 par. 1 of Act no. 102/2014 Coll., as amended. The User, who is the consumer, is entitled to withdraw from the Framework Agreement without giving any reason within 14 days from the date of conclusion of the Framework Agreement. The User, who is the consumer, may exercise such a right of withdrawal from the Provider in paper form or as an entry on another durable medium. The User, who is the consumer, may also exercise such a right of withdrawal using the withdrawal form, as set out in annex no. 4, which is an integral part of these General Terms. The User, who is the consumer, declares by concluding the Framework Agreement that he/she has saved a copy of the General Terms and has obtained the form within the meaning of the previous sentence. **If the User, who is the consumer, concludes the first Partial Contract within the specified period for the use of the right of withdrawal from the Framework Agreement, then by concluding such Partial Contract, the User, who is the consumer, expressly agrees to the provision of the BikeKIA Service prior to the expiry of the period for the use of such right of withdrawal from the Framework Agreement, whereby the User, who is the consumer, loses such a right to withdraw pursuant to this clause in conjunction with § 7 para. 6 (a) of Act no. 102/2014 Coll. after the full provision of the service, and if the service has been fully provided. The User, who is the consumer, declares that he/she has been duly informed of this fact;**
 - 13.2.4. by withdrawal from the Framework Agreement in writing by the relevant contracting party under the conditions stipulated by other relevant legal regulations;
 - 13.2.5. by termination of the Framework Agreement in writing by the Provider delivered to the User due to misuse of the BikeKIA Service by the User (for example, when attempting to overload the servers of the Website or servers of the Application, when attempting to overload the BikeKIA Service, or in case of another attempt by the respective User to slow down, deteriorate or damage the functionality and availability of the BikeKIA Service), with immediate effect at the moment of delivery of such notice to the User;
 - 13.2.6. by termination of the Framework Agreement in writing by either Party, even without giving any reason, with a notice period of 5 (in words: five) days from its delivery to the other Party; or
 - 13.2.7. in other cases provided for by applicable law.
- 13.3. **By concluding the Framework Agreement, the User declares (and by concluding each Partial Contract declares repeatedly) that with regard to the purpose of the Framework Agreement, when concluding the Framework Agreement, he/she was interested in fulfilling each Partial Contract concluded by the User, even in the event of termination of the Framework Agreement (e.g., due to withdrawal of the User according to Section 13.2.3 of the General Terms). Thus, the termination of the Framework Agreement does not affect the already concluded Partial Contracts with the User.** Information pursuant to § 3 par. 1 (i) of Act no. 102/2014 Coll. (that if the consumer withdraws from the contract, he/she will bear the cost of returning the goods to the seller

under § 10 par. 3, and if he/she withdraws from a distance contract, also the cost of returning the goods, which by their nature cannot be returned via post) is not provided given the fact that the subject of the Framework Agreement is a service, not a good. Information pursuant to § 3 par. 1 (j) of Act no. 102/2014 Coll. (on the possible obligation of the consumer to pay the seller the price for the actual performance under § 10 par. 5, if the consumer withdraws from the service contract after giving explicit consent to the seller under § 4 par. 6) is not provided given the fact that the Framework Agreement is provided free of charge. Any termination of the Partial Contract shall be governed similarly, in accordance with Section 13.7 of the General Terms.

13.4. Each Partial Contract is concluded for a fixed period (for the Borrowing Period and, if applicable, for the Lease Period, which lasts no more than the time of return of the respective Bicycle under Section 10 of the General Terms). Each Partial Contract is a distance contract, in accordance with Act no. 102/2014 Coll., as amended.

13.5. The respective Partial Contract expires:

13.5.1. when the respective Bicycle is returned, in accordance with the General Terms;

13.5.2. by expiry of the Borrowing Period (i.e., the Borrowing Period has expired, and the Lease Period has elapsed, which was terminated by a call for the return of the respective Bicycle);

13.5.3. by withdrawal of the User, who is the consumer, from the respective Partial Contract pursuant to § 3 par. 1 (h) and § 7 par. 1 of Act no. 102/2014 Coll., as amended. The User, who is the consumer, is entitled, without giving any reason, to withdraw from the Partial Contract within 14 days from the date of conclusion of the Partial Contract. The User, who is the consumer, may exercise such a right of withdrawal with the Provider in paper form, or as an entry on another durable medium. The User, who is the consumer, may also exercise such a right of withdrawal using the withdrawal form, as set out in Annex no. 4, which is an integral part of these General Terms. **The User, who is the consumer, by concluding a Partial Contract, (i) expresses his/her explicit consent to the provision of a service based on the Partial Contract (i.e., the start of use of the respective Bicycle) immediately, i.e., before the expiry of the 14 day period for the exercise of the right of the User, who is the consumer, to use his/her right to withdraw from the Partial Contract without stating a reason under § 3 par. 1 (h) and § 7 par. 1 of Act no. 102/2014 Coll., as amended, and (ii) the User, who is the consumer, explicitly declares that he/she has been duly instructed that by expressing the consent referred to in indent (i) of this point, he/she loses the right to withdraw from the Partial Contract without stating a reason within the meaning of § 3 par. 1 (h) and § 7 par. 1 of Act no. 102/2014 Coll. after the full provision of the service, and if the service has been fully provided;**

13.5.4. by withdrawal from the respective Partial Contract in writing by the Provider, delivered to the User, even if:

13.5.4.1. The User has breached his/her obligation under the General Terms and the Provider, the city of Žilina, or a third party has suffered damage or injury, or is at risk of such damage or injury; or

13.5.4.2. The Provider has lost the legal reason to process the User's personal data.

13.5.5. by withdrawal from the respective Partial Contract in writing by the relevant contracting party under the conditions stipulated by other relevant legal regulations; or

13.5.6. in other cases provided for by applicable law.

13.6. By concluding the Framework Agreement and concluding each Partial Contract, the Provider and the User have agreed that the Provider may execute all notifications and actions of the Provider under the General Terms in electronic form only, including by sending (ii) SMS or MMS messages to the last phone number entered by the User into the BikeKIA Service or to the Nextbike system and/or (iii) emails to the last email address entered by the User in the BikeKIA Service, or in the Nextbike system.

13.7. The termination of the Partial Contract shall not affect the Provider's right to payment by the User of any due Service Fee, nor any due Technical Fee, unless stated otherwise in this point. In the event that the respective Partial Contract was terminated pursuant to Section 13.5.3 of the General Terms, Section 10 par. 5 of Act no. 102/2014 Coll., as amended, including the regulations by which it will be replaced, i.e., the User, who is the consumer, would be obliged to pay the Provider only the price for the actually

performed service by the delivery date of the withdrawal notice from such Partial Contract. The information pursuant to § 3 par. 1 (i) of Act no. 102/2014 Coll. (that if the consumer withdraws from a contract, he/she will bear the cost of returning the goods to the seller under Section 10 (3) and, if he/she withdraws from a distance contract, also the cost of returning the goods, which by their nature cannot be returned via post) is not provided, given the fact that the subject of the Framework Agreement is a service, not a good. Despite this, however, the User shall still return the respective Bicycle to the Provider at his/her own expense.

14. BIKEKIA SERVICE LIMITATION

- 14.1. The Provider does not guarantee that he/she will conclude a Framework Agreement with the Applicant (the Framework Agreement may not be concluded, if, in particular, the Provider, before concluding it, discovers an attempt to misuse the BikeKIA Service, false information entered by the Applicant, or nonfulfillment of conditions required for concluding the Framework Agreement).
- 14.2. The Provider does not guarantee to conclude a Partial Contract with the User (the Partial Contract may not be concluded, if, in particular, the Provider discovers an attempt to misuse the BikeKIA Service, the non-fulfillment of conditions required for concluding the Partial Contract, the User-selected Bicycle is not available or is unfit for providing BikeKIA Services, or the provision of BikeKIA Services is limited - Limitations of the BikeKIA Service).
- 14.3. The provision of the BikeKIA Service may be unilaterally limited, completely or partially, by the Provider by publishing a notice of the BikeKIA Service restrictions on the Website, while such limitation remains in force for the entire time of its publication at the Website, unless a period of validity is stated in the notice (hereinafter referred to as "**BikeKIA Services restriction**"). Unless otherwise stated in the BikeKIA Services restriction notice, such restriction does not apply to the performance of the Provider's and User's obligations from the outstanding Partial Contracts.
- 14.4. Usually, the Provider will limit the BikeKIA Service, especially in the following cases:
 - 14.4.1. during the Bicycles wintering period due to weather conditions;
 - 14.4.2. during bad weather, which is not suitable for cycling;
 - 14.4.3. during a period, when the city of Žilina would not agree with, or would not be interested in, providing the BikeKIA Service;
 - 14.4.4. during a period, during which the Stations or Bicycles are stolen, damaged, non-functional, non-compliant with safety and health requirements or otherwise unavailable in a way that obstructs the proper performance of obligations in the event of Partial Contracts;
 - 14.4.5. during a period, when the effective legislation or enforceable decisions by public authorities would prevent the provision of the BikeKIA Service; or
 - 14.4.6. during the period, when the fulfillment of the Provider's obligations from the new Partial Contracts would be impossible or substantially complicated.

15. ALTERNATIVE DISPUTE SOLUTION

- 15.1. The Applicant for Registration, who is the consumer, and the User, who is the consumer, have the right to apply to the Provider for redress under Act no. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended, in conjunction with Regulation (EU) no. 524/2013 of 21 May 2013 on online consumer dispute resolution amending Regulation (EC) no. 2006/2004 and Directive 2009/22/EC (Regulation on the resolution of consumer disputes online), as amended, if he/she is not satisfied with the manner, in which the Provider has settled his/her complaint, or if he/she considers that the Provider has violated his/her rights. Such a request may be submitted by the Applicant for Registration, who is the consumer, and the User, who is the consumer, by email at info@bikekia.sk.

- 15.2. The Applicant for Registration, who is the consumer, and the User, who is the consumer, have the right to apply for an alternative dispute resolution to the Alternative Dispute Resolution entity, if the Provider responded negatively, or did not reply within 30 days of the date of dispatch under Section 15.1 of the General Terms.
- 15.3. By these General Terms, which are published on the Provider's Website, the Provider, in accordance with Article 14 of Regulation (EU) no. 524/2013 of 21st May 2013 on online consumer dispute resolution amending Regulation (EC) no. 2006/2004 and Directive 2009/22/EC (Regulation on the resolution of consumer disputes online), as amended, and in accordance with § 3 par. 1 (t) of Act no. 102/2014 Coll., as amended, makes reference to the RSO platform, which is an alternative dispute resolution platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.

16. FINAL PROVISIONS AND SUPERVISORY AUTHORITY

- 16.1. The Provider's activities are subject to supervision by the Supervisory Authority, which is the Slovak Trade Inspection, the SOI inspectorate for the Nitra region, Staničná 9, P. O. BOX 49A, 950 50 Nitra 1.
- 16.2. The Provider processes personal data in accordance with the Terms and Conditions of Personal Data Protection listed in Annex no. 3 of the General Terms, which is an integral part of the General Terms.
- 16.3. **By concluding the Framework Agreement, each Partial Contract, as well as by using the BikeKIA Service, the Applicant for Registration and User express their consent to these General Terms.**
- 16.4. These General Terms may be unilaterally changed by the Provider at any time by publishing their new wording on the Website and in the Application, thereby repealing their previous wording and replacing it in its entirety, unless otherwise stated herein.
- 16.4.1. However, a change in the General Terms, which occurred under Section 16.4 of the General Terms, shall apply (as valid and effective) to a particular User only after (i) the respective User has consented to such change, while the Provider and the User hereby agree that the User expresses his/her consent to the current wording of the General Terms, whenever he/she concludes a Partial Contract, or (ii) when 2 (in words: two) months have elapsed since the entry into force of the new General Terms and the respective Framework Agreement has not expired, depending on what happened sooner. The Provider warns the User that until the new User becomes subject to the new General Terms and Conditions, in accordance with the previous sentence, the User has the right to terminate the respective Framework Agreement, for example pursuant to Section 13.2.1 or 13.2.6 of these General Terms.
- 16.4.2. A change in the General Terms, which occurred under Section 16.4 of the General Terms, does not affect the Partial Contracts concluded before the effective date of such change of General Terms (i.e., each Partial Contract is always governed by the current General Terms effective at the time of its conclusion).
- 16.5. The authentic wording of these General Terms is their wording in the Slovak language. Their copies in other languages are only a translation of their authentic wording in the Slovak language.
- 16.6. The Provider and the User have agreed that any communication under the General Terms will take place in the Slovak language, unless the Provider also accepts communication in another language in a particular case.
- 16.7. In case of the conclusion of the Framework Agreement and the Partial Contract, their contracting parties have agreed by their conclusion to choose the applicable law, which is the legal order of the Slovak Republic.
- 16.8. An integral part of these General Terms is:
- 16.8.1. Annex no. 1 - Tariff;
- 16.8.2. Annex no. 2 - Complaints Procedure;
- 16.8.3. Annex no. 3 - Terms and Conditions of Personal Data Protection; and
- 16.8.4. Annex no. 4 - Withdrawal form.
- 16.9. These General Terms come into effect on February 1, 2019.

ANNEX NO. 1 of the General Terms for the Use of Shared Bicycles of the City of Žilina within the BikeKIA Service:

TARIFF

This Tariff 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 Tariff have the same meaning and content as in the General Terms.

1. SERVICE FEE

- 1.1. As is apparent from the Partial Contract (particularly from Sections 4.4.1 and 11.2 of the General Terms), use of the respective Bicycle on the basis the Partial Contract is **free of charge** for a maximum of the Borrowing Period (i.e., **up to thirty minutes** after the conclusion of the respective Partial Contract).
- 1.2. As is apparent from the Partial Contract (in particular from Sections 4.4.2 and 11.2 of the General Terms), if the suspensive condition is fulfilled that the respective User violated his/her obligation to return the respective Bicycle before the end of the Borrowing Period, the continued use of the respective Bicycle (i.e., **the use starting from the thirty first minute**) is for a fee (i.e., rent), which is the **Service Fee**.
- 1.3. The Service Fee is equal to **EUR 20** (in words: twenty euros) **including VAT for each hour of temporary use of the Bicycle by the respective User after thirty (30) minutes from the conclusion of the respective Partial Contract** (i.e., starting from the second hal of an hour of temporary use of the respective Bicycle by the respective User, since the conclusion of the respective Partial Contract), however, **at most equals to EUR 100** (in words: one hundred euros) **including VAT for each consecutive twenty-four (24) hours**. The issuance of the Service Fee does not affect the Provider's right to charge the User a Technical Fee pursuant to these General Terms.

2. TECHNICAL FEES

- 2.1. As inferred from the Partial Contract (in particular from Section 11.2 of the General Terms), the Provider and the User have agreed in each Partial Contract that in the event that the User fails to properly perform the selected activities associated with the proper use of the respective Bicycle, in accordance with the respective Partial Contract, as set out in the Tariff, which is an integral annex no. 1 of the General Terms, then the User also agrees to pay the Provider the respective Technical Fee for the respective technical service associated with such activity (including the omission of such activity, when it is obligatory). The Provider retains the right to compensation for damages against the User in full.
- 2.2. The selected activities, associated with the proper use of the respective Bicycle, according to the respective Partial Contract, are those listed in the table (below). The User expresses his consent to the Provider to provide him/her with the respective technical service associated with such activity and the corresponding **Technical Fee** pursuant to Section 11.2 of the General Terms, should he/she fail to comply with the respective selected activities.

<p style="text-align: center;">[A]</p> <p>Selected activity, associated with the proper use of the respective Bicycle, according to the respective Partial Contract, failure with which to comply is expressed as consent</p>	<p style="text-align: center;">[B]</p> <p>Technical service, associated with the respective activity specified in column A, which is beyond the scope of the Provider's normal obligations arising from the respective Partial Contract, is granted to the User by his/her actions specified in column A</p>	<p style="text-align: center;">[C]</p> <p>Applicable Technical Fee for a service, referred to in column B, to which the User grants his/her approval in the manner specified in column A [in EUR incl. VAT]</p>
<p>Selected Activity: The User is obliged to ensure that the respective Bicycle is used in such a way so that it is not stolen.</p> <p>Statement of consent: The respective Bicycle has been stolen throughout the duration of the respective Partial Contract.</p>	<p>Finding the last recorded location of the respective Bicycle.</p>	<p style="text-align: center;">EUR 75 incl. VAT</p>

<p>Selected activity: The User is obliged to control the respective Bicycle throughout the duration of the respective Partial Contract and to act in a manner that avoids damage to health, property, nature and the environment.</p> <p>Statement of consent: The User (including any other person who the User has allowed to control the respective Bicycle) has caused damage to the respective Bicycle, other Bicycle, Station, or Station dock (even by pollution).</p>	<p>Visual inspection of the damage extent by the Provider on the respective Bicycle, other Bicycle, Station, or Station dock.</p>	<p>EUR 75 incl. VAT</p>
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<p>Selected activity: The Bicycle cannot be used or transported outside the territory of the city of Žilina. The User may only park the respective Bicycle, in accordance with Section 7 of the General Terms and is obliged to terminate the parking within 30 (in words: thirty) hminutes after the start of the parking. The User is obliged to return the respective Bicycle, according to Section 10 of the General Terms.</p> <p>Statement of consent:</p> <p>A. the respective Bicycle is outside of the territory of the city of Žilina; or</p> <p>B. if, according to Section 7.6 of the General Terms, the User's consent is foreseen (i.e., if the conditions set out in Section 7.6 of the General Terms have been fulfilled, i.e., the respective Bicycle has been parked incorrectly), or the respective Bicycle has not been returned, in accordance with Section 10 of the General Terms. Example: (i) reporting the return of the Bicycle that has not been locked or that is parked outside of the Station, (ii) parking of the unlocked Bicycle, (iii) unfinished parking for more than thirty minutes, (iv) parking in violation of the General Terms, or traffic rules, or (v) unreported parking of the Bicycle.</p>	<p>Returning and locking of the respective Bicycle by the Provider, if possible, at any time and at the discretion of the Provider.</p>	<p>EUR 25 incl. VAT</p>
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<p>Selected Activity: The User is authorized and obliged to use the respective Bicycle, in accordance with the</p>	<p>Above standard control of the use of the respective Bicycle by the Provider.</p>	<p>EUR 10 incl. VAT</p>
<p>General Terms (except for the activities already listed above in this column).</p> <p>Statement of Consent: The User (including any other person, who the User has allowed to control the respective Bicycle) does not use the respective Bicycle in accordance with the General Terms.</p>		

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.

ANNEX NO. 3

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

PERSONAL DATA PROTECTION INFORMATION

(Memorandum on personal data processing for Users of the BikeKIA shared bicycles)

ARRIVA Slovakia a.s., with its registered office at **Štúrova 72, 949 01 Nitra, Slovak Republic**, Company ID: 35 811 439, registered in the Commercial Register of the District Court of Nitra, section: Sa, insert no. 10493/N (hereinafter referred to as "**Provider**" or "**Company**") processes your personal data for the purposes and on the legal basis as set out below in this memorandum. In this memorandum, you will also find more information on personal data processing, as well as information about your rights as a data subject under Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "**GDPR**"), as well as Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Supplements to Certain Acts, as amended (hereinafter referred to as "**ZoOOÚ**").

Our Company is the Operator of your personal data, that is, our Company determines the purposes and means of your personal data processing.

1. CONTACT DETAILS OF OUR COMPANY AND RESPONSIBLE PERSON

Business name: **ARRIVA Slovakia a.s.**

Address: Štúrova 72, 949 01 Nitra, Slovak Republic

Responsible person: JUDr. Miriama Miskolczi

Email: osobneudaje@arriva.sk

Phone: +421 915 733 733

2. WHAT PERSONAL DATA WE PROCESS

- 2.1. Ordinary personal data: Our Company, as the Provider, processes the following personal data, which you provide to our Company, in particular through the bikekia.sk website or the BikeKIA mobile application or in other ways, in particular:
- 2.1.1. identification data (name, surname, title, masked bank account number, cardholder name);
 - 2.1.2. contact details (permanent or temporary address, place of business, email address, telephone number);
 - 2.1.3. location data (rented bicycle data, for example, bicycle position at the start and at the end of the rental period, other data relating to bicycle location);
 - 2.1.4. transaction data (in particular customer monthly turnover data).

- 2.2. Specific personal data categories: Our Company, as the Provider, does not process specific personal data categories (sensitive data) for the purposes set forth in this memorandum. Specific categories of personal data are personal data that reveal racial or ethnic origin, political views, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for identification of a person, health data or sexual life or orientation data of a natural person. If there is a requirement to process a specific category of your personal data, we will either ask you for your explicit consent or we will process the personal data in question on another relevant legal basis.

3. COOKIES AND OTHER ELECTRONIC DATA

- 3.1. Basic Cookies: These cookies are necessary to provide you with the services available through our website and to use some of its features.

Because these cookies are essential to the basic functioning of the website, you cannot reject them without affecting the operation of our website. You can block or remove them by changing your browser settings and by blocking all cookies on this website.

Google Analytics cookies: These cookies collect information that is used either as a summary to help us understand how our website is used, or how effectively our marketing campaigns are, or to help us customize our website and app with the aim to improve your experience.

If you don't want to track our site traffic, you can disable browser tracking.

Other external services: We also use various external services, such as Google Webfonts, Youtube, Google maps, or Open street map to display the exact locations of the bicycle stations. Since these providers may collect personal information, such as your IP address, we allow you to block it on our site. Keep in mind that it can greatly reduce the functionality and appearance of our site. Changes will take effect when the page reloads.

- 3.2. Server Data: By visiting our bikekia.sk website, your web browser provides our Company or our webmaster with data, such as your web browser type, your operating system, information about the website, from which you visited our website, websites you visit, date and time of your access and your IP address.

- 3.3. Social networking plugins: We do not use social network plugins on bikekia.sk.

4. PURPOSES OF PERSONAL DATA PROCESSING (WHY WE HAVE YOUR PERSONAL DATA) AND LEGAL BASIS FOR THEIR PROCESSING (ON WHAT BASIS WE HAVE YOUR PERSONAL DATA)

- 4.1. Personal data for a specific purpose: When providing our services, we process your personal data for a specific, predetermined purpose, with only some of your personal data required for each processing purpose. On the other hand, if we do not receive the relevant personal data necessary for our purpose, our Company will not be able to provide you with the relevant service or will be able to provide it only to a very limited extent, which may not be desirable for you.

- 4.2. Processing purposes and relevant legal basis: We process your personal data for the following purposes and based on the following legal bases:

- 4.2.1. Bicycle rental (based on contract performance and pre-contractual relations): this involves processing your identification, contact, location

and transaction data for bicycle rental (BikeKIA) and customer registration in the BikeKIA system (via website, mobile app, phone, terminal or in other ways). The processing of your personal data is carried out on the basis of a bicycle rental agreement (BikeKIA), as well as on the basis of pre-contractual arrangements that precede the conclusion of the rental agreement in question. By creating a BikeKIA account through a website, mobile application, or otherwise, you provide our Company with personal information on the basis of a pre-contractual relationship that precedes the conclusion of a rental agreement.

4.2.2. **Marketing purpose (based on consent and legitimate interest)**: this involves mainly direct marketing, newsletter, customer satisfaction evaluation, sending offers and advertisements for products and services offered by our Company, as well as products and services offered by other Arriva companies. We process your identification and contact information for the specific purpose on the basis of:

4.2.2.1. your consent, which you voluntarily grant us, and which you have the right to revoke at any time; or

4.2.2.2. legitimate interest. Our Company's legitimate interest in processing your identification and contact information for marketing purposes (direct marketing) is that by promoting our Company's services and products to our current and former customers, we will develop and grow our Company. By communicating with our former and current customers, our Company is able to identify how to improve our services and products and how to address any shortcomings. Our Company has an eminent interest in providing our customers with the best and highest quality services and products, so it is our legitimate interest to use the basic identification and contact information of our former and current customers for the purpose in question, while at the same time, by communicating with them, we are able to acquire continuous feedback. It is almost indispensable for the proper functioning and development of our Company, because in today's modern day, every company operating in the open market is trying to maintain regular contact with its customers.

We also refer to the provision of § 62 par. 3 of Act no. 351/2011 Coll. on electronic communications, as amended, according to which the prior consent of the recipient of the email is not required, in case of direct marketing of own similar goods and services of the same person that received the recipient's contact information for the email delivery in connection with the sale of goods or services, and in accordance with the relevant law or with a special regulation.

The person concerned has the right to object to the processing of personal data on the basis of legitimate interest, with further details on the right of objection being set out in Sections 4.3 and 10.1.6 below. If you object to the processing of your personal data on the basis of legitimate interest specifically for the purpose of direct marketing, our Company will not further process your personal data for the purpose in question.

4.2.3. **Exercising our Company's legal entitlements (based on legitimate interest)**: This involves the processing of, in particular, the personal identification and contact data for the purposes of enforcing our Company's claims against customers (debtors) in court, extrajudicial, arbitration, administrative, execution, bankruptcy and restructuring proceedings. The Company's personal information in question is inevitably needed by the Company to exercise its legitimate claims and rights. The person concerned has the right to object to the processing of personal data on the basis of

legitimate interest, with further details on the right of objection being set out below in Sections 4.3 and 10.1.6 of this memorandum.

4.2.4. **Complaints and claims (based on legitimate interest)**: This involves processing, in particular, the identification and contact details of our customers, as well as other natural persons, who send complaints and claims concerning bicycle rental to our Company. Since our Company has legitimate interest in the satisfaction of our customers, it processes personal data for the purpose in question to properly respond to these complaints and to provide corrective action, if any complaints are justified. At the same time, our Company must be able to prove the handling of complaints and claims, which is also supervised by the relevant supervisory authorities, and, therefore, we register these complaints and claims for the necessary period of time. The person concerned has the right to object to the processing of personal data on the basis of legitimate interest, with further details on the right of objection being set out below in Sections 4.3 and 10.1.6 of this memorandum.

4.2.5. **Identification and contact details (based on legitimate interest)**: the processing of personal identification and contact data of representatives of legal persons and other natural persons that we obtain from publicly available sources, from these persons directly, as well as from other persons (for example, in person, via email or our forms and chats located on the bikekia.sk website). Our Company needs this information to contact other legal and natural persons for the purposes of running our business and providing you with information related to our Company, providing bicycle rental or other services and products of our Company and companies of the Arriva Group you apply for. The person concerned has the right to object to the processing of personal data on the basis of legitimate interest, with further details on the right of objection being set out below in Sections 4.3 and 10.1.6 of this memorandum.

4.3. **General information on the processing of personal data based on legitimate interest**: The GDPR allows our Company as the Provider to process personal data without our Company receiving the consent to the processing of such personal data, or allows our Company to process the personal data based on a different legal basis, for example, on the basis of contract or obligation performance under a separate law.

You have the right to object such processing of personal data based on legitimate interest under art. 6 par. 1 (f) of the GDPR, with the details of that right set out in Section 10.1.6 below. If you exercise the right to object to a particular processing, our Company may not further process your personal data, unless it proves the necessary, legitimate reasons that override your interests, rights and freedoms, or unless our Company proves the reasons for proving, enforcing or defending claims. If you object to the processing of your personal data on the basis of legitimate interest, specifically for the purpose of direct marketing, our Company will not further process your personal data for the purpose in question.

5. AUTOMATED DECISION-MAKING AND PROFILING

5.1. Within the BikeKIA Service, our Company does not use automated decision making or profiling in relation to your personal data.

6. PERSONAL DATA BENEFICIARIES OR CATEGORIES OF BENEFICIARIES

- 6.1. Personal data recipients list: Your personal data may be provided to the following recipients:
- 6.1.1. auditors, who carry out audits in our Company, in particular, to verify the Company's financial statements;
 - 6.1.2. Orange Slovensko, a.s., Metodova 8, 821 08 Bratislava, ID: 35 697 270, which, as the intermediary, operates for our Company the Arriva central customer support line;
 - 6.1.3. nextbike GmbH, Erich-Zeigner-Allee 69-73, 04229 Leipzig, which provides the BikeKIA software and backend;
 - 6.1.4. banks and other companies that, in particular, provide financial and business transactions and financial services to our Company;
 - 6.1.5. lawyers and law firms, who provide our Company with comprehensive legal advice, represent our Company in courts and before other state authorities, as well as in dealing with debtors and other entities;
 - 6.1.6. IT service providers as intermediaries, who provide some IT security and infrastructure services for our Company, including the website; 6.1.7. companies that provide accounting and tax advice;
 - 6.1.8. shareholders of the Company.
- 6.2. An intermediary is anyone, who processes personal data on behalf of our Company as a Provider.
- 6.3. State authorities and other entities: Your personal information may also be provided to other entities, if our Company believes that such provision of personal data is:
- 6.3.1. in accordance with the generally binding legislation, ZoOOÚ or GDPR; or
 - 6.3.2. necessary for the purposes of exercise, establishment or defense of our Company's right/claim; or
 - 6.3.3. necessary to protect key interests of our Company or of any other person,
- whereas personal data may be provided to any of the following:
- 6.3.4. any competent law enforcement authority, prosecution or court;
 - 6.3.5. banks;
 - 6.3.6. legal representatives;
 - 6.3.7. regulator;
 - 6.3.8. notary as a judicial commissioner;
 - 6.3.9. tax office
 - 6.3.10. supervisory and control authorities;
 - 6.3.11. government agency
 - 6.3.12. bailiff
 - 6.3.13. trustee or interim administrator in insolvency proceedings or in restructuring, settlement or debt relief proceedings or supervisor of supervisory report;
 - 6.3.14. municipality, city, or higher territorial unit authorities;
 - 6.3.15. ministry;
 - 6.3.16. Supreme Audit Office of the Slovak Republic;
 - 6.3.17. National Security Authority;
 - 6.3.18. Slovak Trade Inspection;
 - 6.3.19. Judicial treasury;
 - 6.3.20. Office for Personal Data Protection of the Slovak Republic; 6.3.21. Financial Directorate of SR; 6.3.22. other entity.

6.4. Provision of personal data upon the request of the person concerned: We may also provide your personal data to other recipients, if you give our Company consent to such disclosure, or instruct our Company to provide your personal data.

7. PERSONAL DATA RETENTION PERIOD

7.1. We will retain your personal information for as long as necessary for the purposes, for which our Company processes your personal information, unless generally binding law permits or requires us to retain the personal information in question for a longer period.

7.2. We retain each of your personal information for the following periods:

Purpose:	Retention period:
Bicycle rental	For the duration of the contract and for ten years following the year of termination (pursuant to Act No. 431/2002 Coll. on Accounting, as amended, Act No. 566/2001 Coll. on Securities and Investment Services and Act No. 186/2009 Coll. on Financial Intermediation and Financial Advisory Services). In the case of initiation of legal proceedings against you as a debtor, our Company will process your personal data for the necessary period of time during which the proceedings in question will last.
Marketing	For the duration of the consent or until the withdrawal of consent. In the case of personal information processing on the basis of legitimate interest, for a period of time necessary for the purpose of processing and for a maximum period of ten (10) years after being obtained
Application of legal claims	For as long as is necessary for the exercise of the rights and claims of our Company, for a minimum of the limitation period under the Civil Code or the Commercial Code, but not more than ten (10) years after the termination of the contractual obligations. In the event of legal or administrative proceedings being initiated, our Company will process your personal data for as long as the court or administrative proceedings in question will last.

Claims and complaints	For the period necessary to complete the claim and complaint, for a maximum of ten (10) years for the purposes of filing and checking by the supervisory authority. In case of litigation or other exercise of our Company's rights and claims for the limitation period under the Civil Code and the Commercial Code.
Identification and contact details	For as long as is necessary to establish contact with the respective persons, or to provide the information/cooperation required by them, and for a maximum of five (5) years after being obtained.

8. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

- 8.1. Our Company does not, and does not intend, to transfer your personal data to third countries that do not provide an adequate level of personal data protection, unless such transmission is expressly required by a generally binding regulation or decision of a state authority. Third countries are all countries other than member states of the European Union and countries that are parties to the European Economic Area Agreement.
- 8.2. If the nature of the service requires a transfer of personal data to third countries, we will comply with all terms and conditions set out in Articles 44 to 49 of the GDPR, as well as other terms of the GDPR, to comply with all security standards and not violate your rights and freedoms.

9. PERSONAL DATA SAFETY

- 9.1. Privacy: our Company applies appropriate administrative, technical and organizational security measures to protect your personal data, which is protected by our Company from unauthorized access, collection, use, disclosure, copying, modification or disposal. All personal data you provide to us is stored on secure servers. We are part of the Arriva plc group, which trains its employees about our privacy policies and procedures, and access to personal data is made possible solely to those employees, who are subject to the relevant processing of personal data. We are also taking steps to ensure that any service provider involved in the processing of personal data on our behalf takes appropriate technical and organizational measures to protect such personal data.

10. YOUR RIGHTS AS A CONCERNED PERSON IN RELATION TO YOUR PERSONAL DATA PROCESSING

- 10.1. Individual rights of data subjects: As well as our Company has rights and obligations in relation to the protection of personal data, you also have rights in relation to the protection of your personal data (personal data that concerns you). These rights are:
- 10.1.1. Right of access: You have the right to obtain confirmation from our Company, whether our Company processes your personal data, what personal data it processes, for what purpose

our Company processes it, for how long does our Company keep it, from where our Company obtains it, where and to whom it is provided, who else, in addition to our Company, processes the personal data in question, whether and how automated decision making is done, including profiling during the processing of your personal data, and what other rights you have in relation to the processing of your personal data. All information is provided in this memorandum, but if you believe that you do not know, whether and what personal data is being processed by our Company and how it is processed, you have the right to access this personal data. Under this right of access, you may request our Company to provide a copy of your personal data that is being processed, and our Company will provide you with the first copy free of charge. Providing additional copies will be charged.

10.1.2. Right of rectification: If you find out that our Company is processing your personal data that is inaccurate, incorrect, or incomplete, you have the right to have our Company correct this personal data or add to it.

10.1.3. Right of deletion (right to be forgotten): In the following cases, you have the right to have your personal information that is processed by our Company deleted without undue delay:

- 10.1.3.1. your personal data is no longer required for the purposes, for which our Company has acquired or otherwise processed it; or
- 10.1.3.2. you have withdrawn your consent to the processing of your personal data, and your consent is required for the processing of such personal data and at the same time, our Company has no other reason or other legal basis for its processing (for example, to exercise the rights and claims of our Company); or
- 10.1.3.3. you use your right to object to the processing of your personal data (for more details on this right, see Section 10.1.6 below), which our Company processes based on legitimate interest, and our Company has no other legitimate interests that would give our Company the right to further process your personal data; or
- 10.1.3.4. our Company would process your personal information illegally; or
- 10.1.3.5. to comply with the statutory obligation laid down in a generally binding legal regulation applicable to our Company; or
- 10.1.3.6. if personal data were collected in connection with an offer of information company services addressed directly to a child.

Please note that even if any of the above is the case, our Company is not obliged to delete your personal data (personal data that concerns you) as long as its processing is necessary:

- 10.1.3.7. to exercise the right to freedom of expression and information; or
- 10.1.3.8. to fulfill our Company's legal obligation under a generally binding legal regulation; or
- 10.1.3.9. for archiving, scientific or historical purposes or for statistical purposes; or
- 10.1.3.10. to prove, enforce or defend our Company's legal claims.

10.1.4. Right of processing restriction: In certain cases, in addition to the right of deletion, you also have the right to restrict the processing of your personal data, which allows you to, in specific cases, request that your personal data be marked and that no other processing operations are performed on it for a specified period of time. Our Company is obliged to limit the processing of your personal data, if:

- 10.1.4.1. you contest the accuracy of your personal data during a period allowing our Company to verify the accuracy of this personal information; or
- 10.1.4.2. the processing of your personal data is unlawful and you object to the deletion of such personal data and request instead to limit its use; or
- 10.1.4.3. our Company no longer needs your personal data for processing, but you need them to prove, enforce or defend your legal claims; or
- 10.1.4.4. you will use your right to object to the processing of your personal data (for more details on this right, see Section 10.1.6 below), until it is verified that our legitimate reasons prevail over your legitimate reasons.

If the processing of your personal information has been restricted under this right of processing restriction, our Company may only process such personal data, with the exception of retention, with your consent or to prove, enforce or defend our Company's legal claims or to protect the rights of another natural or legal person, or for reasons of public interest of a state, which is a member state of the European Union, or a party to the Agreement on the European Economic Area.

- 10.1.5. Right of portability: You have the right to obtain all of your personal data that you have provided to our Company, if it is processed by our Company on the basis of personal data processing or contract performance, that our Company processes by automated means (electronically). We will provide your personal data in a structured, commonly used and machine-readable format. You have the right to transfer this personal data directly to another operator, as far as technically possible.
- 10.1.6. Right of objection: You have the right to object to the processing of your personal data, which is done on the basis of public interest, legitimate interest, including opposition to profiling based on legitimate interest. Our Company will no longer process your personal data, unless our Company demonstrates the necessary legitimate grounds for processing that outweigh your interests, rights and freedoms, or unless our Company demonstrates the reasons for proving, asserting or defending its legal claims.

If our Company processes your personal data for direct marketing purposes, you have the right to object at any time to the processing of such personal data for marketing purposes, including profiling, to the extent that it relates to such direct marketing. If you object to the processing of your personal data for direct marketing purposes, our Company will no longer process such personal data for such purposes.

- 10.1.7. How to exercise your rights: You may exercise the abovementioned rights through our Company's contact details, as stated in Section 1 above.
- 10.1.8. Right to file a complaint with the Office for Personal Data Protection of the Slovak Republic: In the event of a suspicion of unauthorized processing of your personal information, in addition to the abovementioned rights, you may file a complaint with the supervisory authority, in particular in the member state of your usual residence, place of work or alleged violation. The supervisory authority in the Slovak Republic is the Office for Personal Data Protection of the Slovak Republic. The headquarters of the Office for Personal Data Protection is at Hraničná 12, 820 07 Bratislava, Slovak Republic, with the Office's contact details as follows: tel. no. +421 2 3231 3214; email: statny.dozor@pdp.gov.sk; web: <https://dataprotection.gov.sk/>

In the case of filing a claim/petition in electronic form, it shall comply with the requirements pursuant to the provisions of § 19 par. 1 of Act no. 71/1967 Coll. on Administrative Proceedings (Code of Administrative Procedure), as amended.

- 10.1.9. Privacy infringement notice: In the event of a breach of your privacy that is likely to put your rights and freedoms in high risk, our Company is obliged to notify you without undue delay of the privacy breach in question.

11. RIGHT TO REVOKE CONSENT TO PERSONAL DATA PROCESSING AT ANY TIME

- 11.1. If you have given our Company permission to process some of your personal data (the legal basis for some personal data processing by our Company is consent or explicit consent), you may revoke such consent at any time by contacting our Company using the contact details stated in Section 1 above. The withdrawal of consent does not affect the legality of the processing based on consent prior to its withdrawal.

12. CHANGES IN THIS MEMORANDUM

- 12.1. We may update this personal data memorandum in response to changes in legal, technical or commercial developments. When updating this memorandum, we will take appropriate measures to inform you about the changes we make, based on their importance.

ANNEX NO. 4 of the General Terms and Conditions for the Use of Shared Bicycles of the City of Žilina within the BikeKIA Service:

WITHDRAWAL FORM

SAMPLE CONTRACT WITHDRAWAL FORM

(only fill out and submit this form, if you wish to withdraw from the contract)

- To ARRIVA Slovakia a.s., registered office: Štúrova 72, 949 44 Nitra, Slovak Republic, Company ID: 35811439, registered in the Commercial Register of the District Court of Nitra, Section: Sa, File no.: 10493/N:
- I/we* hereby announce that I/we* am/are* withdrawing from this product/service* contract:
- Order date/Date received*
- Name and surname of the Consumer/s*

- Address of the Consumer/s*.....
- Signature of the Consumer/s* (only if this form is submitted in paper form)
- Date

* Cross out as appropriate.

In the form above, indicate whether you are withdrawing from the Framework Agreement or withdrawing from a specific Partial Contract.