

Mobiusbike Bicycle Rental Services Terms and Conditions

Mobiusbike Bicycle Rental Services in Estonia are provided by a limited liability company Mobiusbike OÜ, registry number 14168944, address Mingi mnt 5-73, Tallinn, Harju county, 13424, Estonia. These terms and conditions for bicycle rental shall apply throughout the rental period of all rental bicycles in Estonia.

§ 1. Scope of Mobiusbike Bicycle Rental Services Terms and Conditions

1.1) Mobiusbike Bicycle Rental Services is renting bikes to registered clients (in case rental bikes are available).

1.2) Rentals and returns are possible via mobile app Mobiusbike or by one of our cooperation partners.

A call to the hotline may be subject to a charge in addition to rental fees.

§ 2. Registration and Acceptance

2.1) Clients can submit a registration application in person on the internet via mobile app Mobiusbike.

2.2) Upon receipt of the relevant data of the applicant, Mobiusbike Bicycle Rental Services evaluates the Service Recipient's ability to pay and decides whether to register the application. Mobiusbike Bicycle Rental Services (including Mobiusbike and its partner Every Pay) is also entitled to process the above-mentioned application.

2.3) At registration, the client receives a personal identification number (PIN), which the client can use to log in to the client account at the mobile app Mobiusbike.

2.4) The registration is accepted and the agreement between Mobiusbike Bicycle Rental Services and the Service Recipient is deemed to be concluded when the client receives the account activation message in writing via SMS-message by telephone.

2.5) After registering in the Mobiusbike rent a bicycle system, the Service Recipient can use all rental bikes of Mobiusbike network worldwide according to the local terms and conditions of receiving such service. An overview of all rental stations is available at www.mobiusbike.ee (Estonia) or www.mobiusbike.eu (via link to the local info), and via app Mobiusbike.

2.6) Registration of the Service Recipient is free of charge. The Service Recipient has to provide a valid payment card prior to chargeable rentals. Mobiusbike Bicycle Rental Services is entitled to charge the client for the bicycle rental according to the tariff chosen by the client.

These fees are stated in the price list available at www.mobiusbike.ee (Estonia) or www.mobiusbike.ee (via link to the local info), and in the app Mobiusbike.

2.7) The Service Recipient is obligated to inform Mobiusbike Bicycle Rental Services about any changes in the personal data required for accounting (credit card number, bank account) during the validity of the Service Recipient's account and until all the services are paid. The account with invalid personal data shall be deactivated.

§ 3. Rules for Using Rental Bikes

3.1) The rental bikes are not allowed to be used:

- a) by persons who are younger than 16 years old (except if wearing a closed bicycle helmet);
- b) to carry other persons (including children);
- c) for journeys outside the rental country (unless a written consent from Sixt is received);
- d) to transport flammable, explosive, toxic or dangerous things;
- e) to participate in bicycle races or unreasonably taxing test drives;
- f) for subletting;
- g) in adverse weather conditions (e.g., during a storm or abnormally strong wind);
- h) under the influence of alcohol or drugs.

3.2) The Service Recipient is responsible for compliance with the Traffic Act.

3.3) Freehand driving is not allowed at any time.

3.4) It is not allowed to use the bicycle basket improperly or to overload it (allowable maximum load is 5 kg). The Service Recipient must be attentive to the correct fixation of transported goods.

3.5) Any modifications or alterations of the bike are not allowed.

3.6) In case of use of the bike infringing these Terms and Conditions, Mobiusbike Bicycle Rental Services is entitled to deactivate the client's account.

3.7) After the receipt of the 'bike returned' message, the Service Recipient is not allowed to use the bike. To use the returned bike again, it is necessary to start a new rental process.

3.8) The client is not allowed to change the lock code or to give it to third persons. The infringement of this clause entitles Mobiusbike Bicycle Rental Services to claim against the Service Recipient a contractual penalty according to clause 7.4.

§ 4. Possible Quantity of Rental Bikes

4.1) Generally, every Service Recipient can rent up to four (4) bikes on one client account at the same time.

4.2) Individual arrangements depending on the availability of rental bikes are possible.

§ 5. Duration of Rentals

5.1) The chargeable rental of a bike starts from the moment of opening the lock of the rental bike or from the end of the test period (if such is provided), if the Service Recipient did not report the impossibility of using the bike during the test period via the mobile app Mobiusbike.

5.2) The Service Recipient must inform Mobiusbike Bicycle Rental Services about the end of the rental according to clause 7.7. With this information, the chargeable rental period of the bike will end. The Service Recipient will receive a confirmation via the mobile app Mobiusbike.

§ 6. Technical Condition of Rental Bikes

6.1) Mobiusbike Bicycle Rental Services always makes an effort to offer rental bikes in condition compliant with the Traffic Act. Should the Service Recipient recognize that a bike is not in good technical condition, the client is obligated to inform Mobiusbike Bicycle Rental Services by telephone or via other quick means.

6.2) Before using a rental bike, the Service Recipient must examine the bike and is obligated to check the bike's technical condition (including the frame, air pressure, brake system, lights).

6.3) In case the Service Recipient notices any technical defects at the beginning or during the rental, the client is obligated to notify the Mobiusbike Bicycle Rental Services client service by telephone or via other quick means and stop the rental use immediately. Defects such as tire damages or gearshift failures must also be reported to Mobiusbike Bicycle Rental Services. The infringement of this clause entitles Mobiusbike Bicycle Rental Services to claim against the Service Recipient a contractual penalty according to clause 7.4 and to deactivate the Service Recipient's account.

§ 7. Parking and Return of Rental Bikes

7.1) The Service Recipient is obligated to park the bicycle in a visible place and to follow the Traffic Act when parking. Furthermore, the client needs to make sure that the bike does not affect the traffic safety negatively.

7.2) It is not allowed to park rental bikes:

- a) at traffic lights;
- b) at parking ticket machines or parking meters;
- c) at traffic signs;
- d) on walkways that are narrower than 1,50 meters;
- e) in the area of emergency exits;
- f) covering advertisement stands.

7.3) The rental bike needs to be locked at all times when not in use irrespective of the duration of ceased use.

7.4) The contractual penalty for infringing these terms and conditions shall be imposed according to the price list available at www.mobiusbike.ee (Estonia) or www.mobiusbike.eu (via link to the local info). The Service Recipient is not deprived of the possibility to demonstrate the real amount of damages.

7.5) It is not allowed to park the bikes indoors, in backyards or leave them inside vehicles.

7.6) It is not allowed to return rental bikes outside the defined area of usage. The infringement of this clause entitles Mobiusbike Bicycle Rental Services to claim against the Service Recipient a contractual penalty according to clause 7.4 and to deactivate the Service Recipient's account.

Exceptions to this rule are published at www.mobiusbike.ee (Estonia) or www.mobiusbike.eu (via link to the local info).

7.7) The bike should be returned to one of our official rental locations. A list of current official rental locations is published in the mobile app Mobiusbike, on our webpage at www.mobiusbike.ee (Estonia) or www.mobiusbike.eu (via link to the local info). The bike must be locked and the code for the lock must be the same as in the beginning of the rental. The client must inform Mobiusbike Bicycle Rental Services about the end of rental via mobile app Mobiusbike.

§ 8. Liability of Mobiusbike and the Service Recipient

8.1) The Service Recipient receives services from Mobiusbike Bicycle Rental Services and assumes full responsibility for any damages caused in relation to this due to carelessness, gross negligence and intent.

8.2) The Service Recipient is fully liable for the rental bike and the services received during the renting period from the moment of opening the lock until Mobiusbike Bicycle Rental Services has checked the condition of the returned rental bike. In case any technical damage being found, Mobiusbike Bicycle Rental Services is obligated to inform the Service Recipient of that via mobile app Mobiusbike. The Service Recipient is not liable for any damages that Mobiusbike Bicycle Rental Services has not informed the Service Recipient of within 48 hours after the rental period end.

8.3) The Service Recipient is also fully liable for all costs related to rectifying the damages, which have arisen due to the infringement of these terms and conditions.

8.4) Mobiusbike Bicycle Rental Services is liable to the Service Recipient for any damages caused due to intent or gross negligence. Mobiusbike Bicycle Rental Services is not liable for any damages to items improperly transported on the bicycle or for any damages caused by improper transportation.

8.5) Mobiusbike Bicycle Rental Services shall not be liable in cases of improper or unauthorized use of the bicycle infringing the rules for using the rental bike (clause 3).

8.6) If the rental bicycle is stolen during the rental period, the Service Recipient must report the theft immediately to Mobiusbike Bicycle Rental Services and to the police and state the bike identification data.

§ 9. Actions in Case of Accidents with Rental Bikes

9.1) In case of an accident involving not only the Service Recipient, but also a third party or third-party property, or if the accident has caused injuries, the Service Recipient is obligated to immediately report the accident both to Mobiusbike Bicycle Rental Services and to the police.

9.2) In case of a failure to comply with this obligation, Mobiusbike Bicycle Rental Services shall be entitled to claim against the Service Recipient a contractual penalty according to clause 7.4 and to deactivate the Service Recipient's account.

§ 10. Bicycle Rental Subscription (Estonia)

10.1) Rules for applying for and using the seasonal, monthly and other types of subscription to the Mobiusbike Bicycle Rental Services rental bikes in Estonia are available at www.mobiusbike.ee.

§ 11. Service Recipient's Account Security

11.1) The Service Recipient is responsible for preventing unauthorized use of its client account. The infringement of this clause entitles Mobiusbike Bicycle Rental Services to claim against the Service Recipient a contractual penalty according to clause 7.4 and to deactivate the Service Recipient's account.

11.2) According to Mobiusbike's internal rules, Mobiusbike Bicycle Rental Services employees are not authorized to request the client's password, unless the client has contacted Mobiusbike Bicycle Rental Services regarding this question on own initiative.

11.3) The Service Recipient is entitled to change the personal data in the client account at any time and without limitations to the frequency of changes of data.

11.4) If the Service Recipient becomes aware that the client account data is used for other purposes than using the rental services from Mobiusbike Bicycle Rental Services, Mobiusbike Bicycle Rental Services has to be informed of this immediately.

11.5) Mobiusbike Bicycle Rental Services is entitled to deactivate Service Recipient's user account that has not been used for more than 12 months.

§ 12. Blocking of Accounts

12.1) Mobiusbike Bicycle Rental Services is entitled to block user accounts in case of illegal or inadequate use of the services.

§ 13. Prices of Services

1) Mobiusbike bicycle rental services are charged according to the prices valid at the beginning of the rental process. This price list is available at www.mobiusbike.ee (Estonia) or www.mobiusbike.eu (via link to the local info).

2) Special offers, prices and other campaigns are valid for a single ride only. Detailed terms for each special offer are available at www.mobiusbike.ee (Estonia) or www.mobiusbike.eu (via link to the local info).

§ 14. Payment and Delayed Payment

14.1) The Service Recipient is obligated to pay the charged amounts by means of a credit or debit card.

14.2) Mobiusbike Bicycle Rental Services entitled to withhold from the client's paying card the amount of the cost of services received and contractual penalties in accordance with the price list.

14.3) Mobiusbike Bicycle Rental Services entitled to charge the client for the services received, based on the pricelist.

14.4) If the client does not pay for the received services in time, Mobiusbike Bicycle Rental Services shall be entitled to demand immediate payment and discontinue the bicycle rental services to the Service Recipient until the Service Recipient has made all outstanding payments.

§ 15. Invoicing and Payment Terms

15.1) Mobiusbike Bicycle Rental Services will charge rental fees according to the price list. Invoicing shall be carried out automatically after each service received, based on the bicycle rental calculation.

15.2) Client payments will be processed automatically. Mobiusbike Bicycle Rental Services is entitled to demand from the client by phone, by e-mail, via app or any other way to meet the financial obligations immediately, if the payment is not made in time.

15.3) Objections to charges must be submitted in writing within 1 month of the date of the payment. Any refunds due will be credited to the Service Recipient's account or deducted from the next due payment unless otherwise stated by the Service Recipient.

15.4) The Service Recipient is entitled to claim a refund from Mobiusbike Bicycle Rental Services only if the claims are undisputed or irrefutable.

§ 16. Agreement Termination

16.1) The agreement may be cancelled bilaterally or, taking in good faith into account the reasonable interests of both parties, unilaterally at any time. The Service Recipient may delete the client account at any time. Termination of the agreement is not a basis for refusing to fulfill financial obligations

16.2) Special offers are valid and lose their validity according to their terms of use.

16.3) Upon expiration of a special offer, the client account will not be deleted. If the Service Recipient would like to delete the client account, this can be done via mobile app Mobiusbike.

§ 17. Personal Data Protection

17.1) Mobiusbike Bicycle Rental Services is entitled to save the personal data of clients and to use that data only in compliance with Estonian and European Union personal data protection laws for the purposes of providing services according to the agreement concluded with the Service Recipient and improving the quality of the services provided. The client shall give his clearly worded consent to this before starting to receive the rental services.

17.2) Mobiusbike Bicycle Rental Services is entitled to record and save all processes in relation to bicycle rental, including telephone calls. The recordings are used to check the accuracy of the debited invoice amounts and to improve the client service quality. The data is saved in minimal amount for the minimal amount of time and is protected against access by unauthorized parties.

17.3) Mobiusbike Bicycle Rental Services is entitled to disclose information about the client to the official authorities, authorized for this by law, if Mobiusbike Bicycle Rental Services receives from the requesting authority proof and a request that the above-mentioned information is required for administrative or criminal offence investigation, or if the request is made on another basis set by law.

17.4) When the payment is made by credit card, the client credit card data will be transferred to our partner Every Pay for verification and accounting of the rental fees. After registration, such credit card data is not visible or available to employees of Mobiusbike Bicycle Rental Services.

17.5) Rental bikes may be equipped with GPS control systems, which may be used during the rental only to recover the bicycle in cases of theft, robbery or misappropriation. Before starting to use the rental services, the client shall be informed and will have to agree to the use of GPS.

17.6) More information about data protection laws is available at www.mobiusbike.eu.

§ 18. Miscellaneous Provisions

1) These terms and conditions are governed by Estonian law.

2) Verbal agreements are not legally binding.

3) Mobiusbike Bicycle Rental Services may amend these terms and conditions at any time, of which the Service Recipient shall be notified before the start of the next use of services and

after which the Service Recipient will have an opportunity to cancel the agreement in case of refusal of the amendments.

More information on bicycle rental services and international cooperation partners is available at www.mobiusbike.ee or www.mobiusbike.eu.