

## General Terms and Conditions REKOLA Bikesharing s.r.o.

### 1. general provisions

#### 1.1.GTC

- 1.1.1. These general business conditions of REKOLA Bikesharing s.r.o. (hereinafter referred to as the "GTC") govern the mutual rights, obligations and principles of the contractual relationship established by the framework lease agreement between REKOLA Bikesharing s.r.o. (hereinafter referred to as "Rekola") and Rekola Client (also referred to as the "User") for a fixed term (the "Agreement").
- 1.1.2. The contract may be concluded for the purposes of a one-off borrowing, for part of the season or for the entire season, provided that the agreed subject of the Agreement is (i) short-term rent of two-wheeled non-motorized means of transport (" (ii) the User's obligation to comply with the terms, rules and restrictions for such rental of bicycles as set out in the Agreement and these GTC and to pay for the use of bicycles for the agreed rent in the amount and under the terms and conditions set forth in the Agreement and these GTC. These GTC further regulate certain provisions of the Treaty. The contract was concluded using the form available at <https://www.rekola.cz>, Rekola mobile applications (for iOS and Android) or Facebook Messenger RekolaEU.
- 1.1.3. These GTC form an integral part of the Agreement.
- 1.1.4. The adjustment contained in the Agreement and any other agreements concluded with the User take precedence over these GTC.
- 1.1.5. Any concept with a large initial letter that is used in these GTCs has the meaning assigned to them in these GTCs.

#### 1.2.Rekola

- 1.2.1. Company REKOLA Bikesharing s.r.o., IČ: 04893875 with registered office at Tusarova 56, Holešovice, 170 00 Praha 7, is registered in the Commercial Register maintained by the Municipal Court in Prague, C 255272; in Finland registered on Vuorikatu 18 F, Vaasa
- 1.2.2. The communication channels are: (i) contact e-mail address: [info@rekola.cz](mailto:info@rekola.cz); (ii) a contact phone number +420 778 099 878, which is available on weekdays at 9 -17h.

#### 1.3.Sharing bicycles

- 1.3.1. Rekola allows the user to use bicycles in cities and their specific parts listed on [www.rekola.cz](http://www.rekola.cz) or in the Application. For each individual bicycle reservation, you enter into a Sub-lease with a Recycle Bike.
- 1.3.2. The minimum lease term is not fixed. The maximum rental time of one round is 3 days. The user has the option to use the Subscription or to buy a one-time loan. When using a Subscription, the User has the first free hour of the Loan while maintaining the Fair User Policy (see bellow). Every other hour of use of the wheel will be charged according to the pricelist available at [www.rekola.cz](http://www.rekola.cz); in the case of Disbursement, the User applies the price list at [www.rekola.cz](http://www.rekola.cz).
- 1.3.3. Repeated rental of the same bike is possible up to a maximum of 20 bicycle rentals per day.
- 1.3.4. The Wheel may only be used by the User (that is, the person who has entered into the Agreement and has accessed these GTC) unless the User has borrowed the next round for a third person (Affiliate) through the Application. In such a case, the User is liable in full for any damage caused to Rekola. At the same time, it undertakes to ensure that all obligations arising from the Agreement and these GTCs are fulfilled by the Affiliate in full. At the same time, it will ensure that the Affiliate user is in the vicinity of the User for the duration of the Loan.
- 1.3.5. Any lending to third parties (ie loan without the use of the Application), surrender to use or sublease is a material breach of the Agreement and Rekola is entitled to a contractual fine - see bellow. If a third person who is in breach of the Contract has become involved in the round, the damage is the responsibility of the User who made it available to a third party or made it accessible to his or her
- 1.3.6. Wheels can be found on a map in the Application.

1.3.7.Loans are applied to FUP. FUP means a User's Approach that allows efficient use of the wheels by other Users, ie an approach that eliminates abuse of the bike lending system by, for example, blocking them or repeating direct borrowing of the same round. For this reason, Rekola has introduced a rule that until the User can use the round free of charge, the borrowing of the same round is credited if made within 15 minutes of the original return. If you borrow a different bike, the FUP does not apply.

1.3.8.The bicycle can only be returned in the city where it was borrowed.

#### 1.4. Definition

1.5.For the purposes of these GTC, the following terms are written with a capital letter as shown below:

1.6.Reservation system - means available ways to search, rent and return bicycles and includes websites, SMS reservations and the Application;

1.7.Application - contains a Reservation System and is available for the iOS and Android platform in the relevant stores (AppStore, Google Play);

1.8.Pricelist - Available on the Web site, it lists rental rates for the season or part of the season;

1.9.Verification code - A 6-digit number that uniquely identifies the means of transport. The wheels are typically placed under the saddle.

1.10.Contract - is concluded through the web site in a remote manner and becomes effective by paying rent for the Seasons section, or borrowing the round through a one-time loan.

1.11.Sub-contract - a contract concluded by the User and the Rekola for the purpose of short-term (including one-off) rental of an individual round during the season. The Agreement becomes valid and effective at the time of entering the Verification Code and, if applicable (if it is not a free ride), payment of the relevant fee (see Price List on the Website) through the Application or SMS reservation system;

1.12.Season - from 21 March to 21 November calendar year (unless otherwise specified).

1.13.SMS sent by Rekola to confirm the phone number when registering is free of charge.

1.14. Other SMS sent by Rekola (for example, but not limited to SMS, long-distance SMS, SMS on the position of the bicycle, SMS after the rental and return of the round) are charged with CZK 1 / SMS

1.15.Fare (also "Subscription") - means rent for the use of bicycles for the season or part of it, or for specific ways of using bicycles. Some Fares can only be paid in a particular city. All Fares and its contents are available on the Website.

1.16.One-time loan - possibility to use the service and pay only for a specific loan.

1.17.Website - [www.rekola.cz](http://www.rekola.cz)

1.18.Zone - area for each city where Rekola operates. The zone defines the area where Rekola moves the most and provides bike sharing. It is marked and updated in the Application.

1.19.Information channels - We can call the user, send information by email or phone, see the Privacy Policy.

1.20.Partner - a company that provides a discount when using Rekol, according to the information on the Web site, or on the Partner's website.

## 2. Communication and booking of bikes

2.1. Rekola and the User communicate with the User primarily through the Application, Website, or by e-mail directly through the contact e-mail address. For booking bicycles, any available Reservation System can be used.

### 2.2. Reservation system

2.2.1.The reservation system is available 24 hours a day throughout the season, except for the necessary maintenance of the system that Rekola always informs the user, as well as informing about unexpected and unaffordable technical problems that may occur.

2.2.2.The user can only have one account within the Reservation System.

2.2.3.It is forbidden to record and make locks combination available to third parties in any way.

### 2.3. Suspension of reservation system functionality

2.3.1.Rekola have the right to suspend the functionality of the Application, or Website due to (i) security, (ii) the danger and / or suspicion of unauthorized or fraudulent use and / or violation of generally binding legal regulations, (iii) non-

payment of payables to Rekola until the reasons for suspending functionality are over. The User will be notified accordingly of the matter.

#### 2.4. Rules of communication with Rekola

2.4.1. If the User considers that the Reservation System may be misused (for example, by alienating his / her mobile phone with the Application), he / she is obliged to contact Rekola without delay and ask for access to be blocked.

#### 2.5. Notification and delivery

2.5.1. In all cases where law allows, Rekola delivers to the User documents, notifications, information or alerts (hereinafter referred to as "Notices") by electronic means (in particular e-mail, SMS or other electronic media), personally, by regular post or courier service by sending it to the address of the User specified in the Agreement, or to another address known to the Rekola.

2.5.2. Where permitted by law, the User undertakes to deliver the Rekola Notices via electronic means, personally to the Contact Address, by regular mail or courier to our mailing address, or to another Rekola address on the website.

2.5.3. Notification made in the above manner will be deemed to have been duly served at the moment:

2.5.3.1. receipt of the Notification, in case of personal delivery,

2.5.3.2. receipt of Notification by the addressee, in case of delivery by post; or, if the User does not accept the Notification, (i) by the expiry of the third business day from the date of posting the Notification to the Post Office; or (ii) the date of rejection by the User, with the acknowledgment of receipt being acknowledged as the document of dispatch of the Notice;

2.5.3.3. receipt of the Notification in the case of delivery of the Notification by the courier service or, if the User does not accept the Notification, by the expiry of the second working day after the delivery of the Courier Notification,

2.5.3.4. 24 hours from dispatch, if delivered by electronic means.

2.5.3.5. The user will notify the Rekola without any undue delay of any changes to the contact details. Proper delivery of such Notice will change the User's Delivery Address without the need to conclude an addendum to the Agreement.

### 3. Use and rental of bikes

3.1. Basic rules for wheel use

3.2. The user claims to be at least 16 years old.

3.3. The user is required to return a wheel no more than 1 km from the border of the nearest Zone. When returning outside of the Zone, a fee will be added at the same time as the current Price List. The user is required to lock the bicycle lock (ie lock the wheel safely and consistently and use all reasonable care to prevent misuse, theft, wheel damage). The lock is a part of the wheel and Rekola gives it to the User to fulfill its obligations under this GTC article. The bicycle is particularly suitable for locking bicycles during cycling, preferably where the other wheels are run by Rekola (this reduces the risk of theft). If, for objective reasons, it is not possible to place the wheel on the stand, it is possible to place the wheel in a suitable place. This place must be marked in the Application. The user undertakes to always place the bicycle in such a way that: (i) it does not interfere with the movement of pedestrians, cyclists, any road transport, or the conduct of business activities by third parties; (ii) is located in a public area or in a publicly accessible place suitable for bicycle parking or is directly designated for parking the bicycles; (iii) it was in a sufficiently visible, busy and easily accessible place; (iv) the fixed obstacle serving as a stand was robust enough to prevent theft.

3.4. The user undertakes not to lock or attach a bicycle to traffic signs, works of art, private property and equipment, or otherwise inappropriate facilities where it is a prerequisite for easy alienation of the wheel or violation of third party rights. It is also forbidden to place bicycles in so-called "forbidden locations" even though they may be located in the Zone. The wheel is locked by the user by locking the lock over the frame and physically connecting it to another object. The wheel is locked in such a way that it can not be stolen without breaking the lock or wheel. It is not possible to lock the wheel only through the handlebars or the seat, because it can be easily dismantled and

the wheel alienated. The user undertakes to lock the wheel by turning the combination of all the lock wheels.

3.5. Before using the Application for the first time, the User is prompted to add a valid debit or credit card ("Card") and may deduct a minimum charge (to determine that the card is working). You will count this amount in the first Rekola payment or return to the account associated with the card. Additional fees or extra services, including longer rentals and the like, can always be automatically charged on the card, according to the current pricelist at [www.rekola.cz](http://www.rekola.cz). Without a valid card you can not use the service.

3.6. Bidding and handing over

3.6.1. Conclusion of the Partial Agreement

3.6.2. After the payment of the rent for the rental of the wheel, the unlocking of the lock results in the conclusion of the Partial Contract, which becomes valid and effective. By locking the wheel, sending the code and photographing a properly locked wheel through the Application, the validity and effectiveness of each Sub-contract is terminated.

3.6.3. For the duration of each Sub-Contract, the User shall: (i) have the exclusive right to use the relevant wheel for riding on the roads on which such driving is permitted; (ii) the right to use the bicycle for its personal transport and, where appropriate, for the transport of a reasonable amount of its items. Carriage of any thing on a bicycle may not limit or reduce the safety of users or other participants in traffic; (iii) liability for the risk of damage to the bicycle and the obligation to use the item as a proper economic operator for the intended purpose, (iv) the obligation to report any defects by bicycle through the Communication Channels,

3.6.4. Entering the bicycle number: Each wheel is scuffed by the Verification Code. Once it is entered into the Application, it displays the lock code to the user. This is a Sub-contract. The user may only enter the verification code for the bicycles he or she is physically in.

3.6.5. Returning a bicycle through the Reservation System will result in termination of the loan and therefore of partial contracts.

3.7. Rules of using bicycles

3.7.1. Each User runs at his / her own risk. Before each ride it is required to check the overall condition of the wheel, in particular: (i) the front and rear brakes, (ii) the tightening of the wheels in the centers; (iii) state of wheels and tires and other part of bike.

3.8. Rent

3.8.1. Rekola charges its standard services in accordance with the Price List.

4. Contract termination

4.1. Contract cancellation

4.1.1. The contract may be terminated by mutual agreement (immediately or at an agreed time), termination by the User, or termination of the contract.

4.1.2. Termination of the Agreement or a part thereof may also occur on the basis of the User's notice (without the need to specify its reason). Termination The user will deliver the modified GTCs in accordance with the delivery rules, with the notice period of 30 days from the date of delivery.

4.1.3. If the Contract or the Partial Agreement is concluded by means of distance communication, the User has the right to withdraw without giving a reason within 14 days of its closure if the withdrawal of Rekola was delivered within the time limit specified in this sentence. Withdrawal from the Agreement or the Partial Agreement does not affect the processing of the Recoils you provide (in accordance with the GTC). In the event of retirement, Rekola will return the paid Fares in full only if the User has not made use of the possibility to rent bicycles at all.

4.1.4. However, the provisions of the withdrawal legislation within 14 days can not be understood as the possibility of free use of bicycles during this period. In the event of the right to withdraw from the contract within 14 days of the conclusion of the contract, Rekola is entitled to a financial compensation as consideration for the temporary use of the wheel by the User. This compensation will be calculated as the maximum amount of: i) the ratio of the number of days of use from the day of closure to the day of withdrawal and the

number of days throughout the Seasons; and ii) the number of one-off journeys charged by the current Price List. In this case, Rekola returns only such a reduced tariff.

#### 4.2. Cancellation of the contract by violation of conditions

4.2.1. If the User violates the terms defined in the GTC, the Rekola Agreement or the Partial Agreement may terminate, and such a contractual relationship is terminated on the date of termination without any claims for refund of funds paid by the User. Such violation, which constitutes a serious violation of the Agreement or the Partial Agreement, is considered, in particular, but not exclusively: (i) the sharing of User Accounts, a situation in which one User permits the use of the bicycle sharing system to another person, (ii) Of the reservation system, (iii) the locking of wheels in closed premises, which are inaccessible to others; (iv) leaving the unlocked wheel on the street; (v) inaccurate positioning of the wheel in the Reservation System; (vi) machine downloading of the Application or its parts (e.g., API); any other abuse of the Application, the Reservation System and the Website and the data available here.

#### 4.3. Consequences of cancellation of the contract

4.3.1. Upon termination of the Agreement, Rekola will cancel your access to the Reservation System and may prohibit its further use. User's rights resulting from liability for damage or other provisions of the Agreement and GTC, which are of a nature of the nature to continue after the use of bicycles, remain valid and the User's obligations remain legally enforceable.

### 5. Liability for damages and defects, complaints

#### 5.1. User's Responsibility

5.1.1. The user is obliged to ensure that the bikes are not damaged. The user is also liable for damage even if he / she acts in a way that he / she does not act or neglect to make the round available to other persons.

5.1.2. The User is responsible for the destruction, loss, damage and impairment of a wheel beyond normal wear and tear or equipment not covered by the terms of the insurance contract, regardless of the extent of its actual fault, but not when the damage caused by Rekola.

#### 5.2. Accident

5.2.1. In the event of any traffic accident, the User proceeds according to applicable laws. In the event of an accident, the User is obliged to provide the Rekola with the necessary co-operation in the handling of all administrative tasks connected with the settlement of the insured event. Any damage to third parties is covered by the User in accordance with generally binding legal regulations and the extent of its fault. The User is obliged to pay any damage to the bicycle to Rekola.

5.2.2. The alienation of the wheel

5.2.3. The user undertakes to immediately notify Rekola of theft or attempted theft of a bicycle, in which the damage occurred on a bicycle, via the Reservation System, or to contact the Police of the Czech Republic. In the event of theft or failure of the User's obligations under the Contract or the GTC (in particular, non-cancellation of the round, leaving the wheel in an inappropriate place, etc.), the User undertakes to compensate Rekola for the damage suffered.

#### 5.3. Penalties

5.3.1. The user undertakes to pay all penalties imposed by the competent police, state or local authorities in connection with the use of the wheel if this was used in violation of generally binding legal regulations. If this is the case, sanctioned directly by Rekola, it is entitled to charge back all costs related to the payment of the penalty.

5.3.2. If the User (s) nevertheless uses the bicycle without his / her rental within the Reservation System, (ii) leaves the bike to a third person, or (iii) leaves it unlocked on the street (ie violation of GTC above), (iv) , where the bicycle is physically not more than 50 meters, Rekola may, after the User, enforce a contractual fine of up to 100 EUR for each such case. This does not affect the user's obligation to pay for any damage to the Rekola.

#### 5.4. Responsibility of Rekola

5.4.1. The User acknowledges that Rekola is not responsible for any damage caused to the User or any other person in the event of the temporary or permanent use of the selected wheel, as well as damage caused by the failure to carry out the scheduled ride due to the unavailability of the booked person; failure to reach the destination of the ride due to a fault on the bike borrowed, or in other cases agreed between the Rekola and the User, as well as in the cases stipulated by the legal regulations.

5.4.2. Rekola is not liable for any damages incurred in connection with any properly announced or planned shutdowns of the Reservation System or part thereof. Suspensions announced in due time through a website or other demonstrable and appropriate manner are deemed to be properly announced or planned outages. Rekola is not responsible for errors caused by the operation of the Reservation System due to third parties, such as mobile, data or internet service operators.

#### 5.5. Complaints Procedure

5.5.1. If the User considers that Rekola has not complied with any of its obligations (whether arising from the law of the Agreement or the GTC), or if it does not agree with the specific Rekola procedure or with the performance and conduct of their employees or collaborators. Complaints may be served by Rekola in accordance with the delivery rules in accordance with these GTC.

5.5.2. Submitting a complaint The user does not unnecessarily delay to be able to deal with it as soon as possible and correctly. For quick resolution, the User shall provide the following information: (i) name, surname, telephone number, e-mail; (ii) a description of the event or thing covered by the claim, or related material (eg bicycle photos).

5.5.3. Rekola accepts the claim by e-mail to the User. He then responds to the complaint within 30 days of filing. During the processing of the claim, Rekola may ask the user to add or refine the information. The period of time for which the data will be added will not be counted in the 30-day deadline for processing the claim. The result of the complaint will be notified by Rekola to the User via e-mail.

### 6. Others

#### 6.1. Declaration by the lessee

6.1.1. The User explicitly declares that (i) is fully eligible for legal acts; (ii) at the time of the conclusion of the Agreement, all information / documents provided to the Regulars are up to date, complete, accurate and correct and that no material facts have been concealed from them; (iii) prior to the conclusion of the Agreement, has been informed of all facts relating to the terms of the service provided, including the amount and maturity of payments required by the Rekola, the amount and maturity of payments to the User, if agreed; (iv) was familiar with the Agreement, the GTC, the Reservation System and other rules applicable to the operation of the Rekola system.

6.1.2. We are the personal data manager, information on the manner and extent of processing, and the rights of Users as data subjects are contained in the Privacy Policy available at <https://www.rekola.cz/files/en-zoou.pdf>.

#### 6.2. Using photos

6.2.1. Rekola reserves the right to use photos taken in the Reservation System. These photos can also be used by Rekola on social networks, on the web, or passed on to third parties.

#### 6.3. Final Provisions

6.3.1. Applicable law and language

6.3.2. All communication between the User and the Rekola will be conducted in the Czech or English language.

#### 6.4. Changes

6.5. In order to improve the quality of the services provided, Rekola is entitled to change these GTCs. Rekola is obliged in this case:

6.5.1. request the User's consent for immediate change of terms - until the user has granted the consent, the User will not be able to use the Reservation System; or

- 6.5.2. request User consent for immediate change of terms related to new functionality - no new functionality will be available until consent is given; or
  - 6.5.3. propose to the User the amendment of the GTC or other contractual documents through the Information Channels, no later than 30 days before the date when the amendment of GTC or other contractual documents becomes effective.
  - 6.5.4. If Rekola fails to do any of the above, the User agrees to the terms agreed before this change.
- 6.6. Changing GTC or other contractual documents establishes the User's right to reject the changes and withdraw from the Agreement for this reason. In the case of 6.5.4 has user right to withdraw from the Contract on any day prior to new GTC is taking place. The notice may be filed no later than the day before the entry into force of the amendment of the GTC or other contractual documents. If the User does not use the notice after the notice of change to change the validity of his or her right to terminate for this reason, Rekola considers it to be in agreement with the change.
- 6.7. If any provision of the Agreement, GTC, or any of the Documents is found to be invalid or unenforceable, becomes invalid or unenforceable, it will not affect the validity and enforceability of the other provisions of this Agreement.
- 6.8. Validity and effectiveness
- 6.9. These GTC become effective and effective for all users outside the Czech Republic on 27. 8. 2018. (GTC for Czech republic [could be found here](#)).

REKOLA Bikesharing s.r.o.