

Nextbike New Zealand Ltd

General Terms and Conditions

Updated September 2020

§1 Introduction

- 1) Nextbike New Zealand Limited (Nextbike NZ) provides a bike rental service in New Zealand cities. The terms and conditions which apply between Nextbike NZ and users of the bike rental service (Customer) are set out in the following sections of this document.
- 2) Rentals and returns are possible either via smartphone app (App) or website www.nextbike.co.nz (Website).
- 3) Nextbike NZ has two types of bike available for rent:
 - Smartbikes (Smartbike). Have a framelock that will unlock automatically to release the bike and helmet. The Customer can lock the helmet and bike by closing the framelock and the rental will finish automatically. These bikes are available in Auckland.
 - Classicbikes (Classicbike). Have a cable lock with a unique code that the Customer can use to release the bike and helmet. The Customer can lock the helmet and bike by closing the cable lock and scrambling the numbers. The rental must be closed in the App or Website. These bikes are available in Christchurch.
- 4) All bikes are supplied with helmets which have an additional security loop for locking when the bikes are returned.
- 5) The returning of rental bikes must only be completed at marked locations (Marked Locations) or within a flex zone (Flex Zone), that are visible in the App and Website.
- 6) Nextbike NZ uses bikes and rental technologies, under license, from Nextbike GmbH in Germany.
- 7) Nextbike NZ has a customer service number 09 909 9090 (Customer Service).

§2 Registration and confirmation

- 1) Application for registration (Application) is possible either via App or website. In order to become a registered Customer, you must be 18 years of age at the time when the Application is approved.
- 2) Following receipt of all relevant personal data Nextbike NZ will decide at its discretion whether or not to accept an applicant as a Customer. Approval of the Application shall result in the issuing of an activation notice in the App or Website.
- 3) Upon registration, the Customer shall receive a personal identification number (PIN) which they may use to log into the App and online Customer account.
- 4) Following successful registration, the Customer gains access to a Customer account. After completing registration the Customer may rent bikes from other Nextbike operations throughout the world, subject to the local terms and conditions.
- 5) For verification of the credit card, Nextbike NZ will charge an amount of \$4 which will be added to the Customer's credit balance and cleared with future rental fees. Details of Nextbike NZ's fees are available in §14 Fees, prices and calculations.

6) The Customer is obliged to inform Nextbike NZ immediately of any changes to their relevant personal information which occur during the business relationship. This includes credit card information for payment.

§3 Duration of rental

- 1) The chargeable rental period of a bike begins with the automatic unlocking of the framelock on the Smartbikes, or the provision of the code for the bike lock on the Classicbikes.
- 2) Smartbike rentals end automatically when the customer closes the framelock. Customers must use the framelock to secure the helmet. Classicbike rentals must be ended in the App or Website. Customers must use the cable lock to secure the bike and helmet and then scramble the numbers.

§4 Rental limitations

- 1) Customers may rent up to four bikes on one Customer account at any one given time. If a Customer rents additional bikes, they have to guarantee that the riders comply with the General Terms and Conditions. The Customer is responsible for the actions of any riders that they have given additional bikes to, to the same extent as for his or her own actions. The Customer must accompany the riders at all times.
- 2) It is illegal to ride a bike without a helmet. If the bike is missing a helmet, do not rent it.
- 3) Customer may experience unfavourable weather conditions, e.g strong wind and or rain, to a greater extent due to the advertising panels. The use of bikes during such weather conditions is at the Customer's own risk and Nextbike NZ advises the user not to use the bike in such conditions.

§5 Terms and conditions of bike use

- 1) The rental bikes may NOT be used:
 - by persons who are younger than 16 years, unless accompanied by an adult,
 - to carry other persons, in particular young children,
 - for journeys outside of the city they were rented in,
 - for on selling to third parties at a profit,
 - by individuals under the influence of any alcohol or drugs,
- 2) The Customer is obliged to obey all road and traffic laws and regulations.
- 3) Free-hand, or no-hands, operation of the bike is not allowed at any time.
- 4) It is forbidden to use the bike basket in an improper manner or to overload it. The maximum allowable load is 5 kg. The Customer must ensure that all transported goods and items are properly fastened and secured at all times.
- 5) Unauthorized modifications or alterations to the bike are not allowed.
- 6) Following the successful return of the bike, if the Customer wishes to reuse that bike they shall be required to initiate a new rental process.
- 7) The Customer is not allowed to change the provided lock code.
- 9) If a Customer commits any breach of these General Terms and Conditions, Nextbike NZ may treat the rental agreement as terminated and may seize, without legal process, or notice to the Customer, the bike at any time or place. The Customer waives all claims for damages connected with such seizure.

§6 The condition of rental bikes

- 1) The Customer has to make themselves familiar with the appropriate use of the rental bike, before rental.
- 2) The Customer must check, before use, that the bike is in a roadworthy and safe condition and includes a helmet. Should the Customer determine technical defects or deficiencies at the beginning of, or at any point during the rental period, they must notify Nextbike NZ's Customer Service, end the rental and stop using the bike immediately.
- 3) If the bike is found without its lock or helmet, the Customer must report this to Nextbike NZ's Customer Service.

§7 Parking of the rental bikes

- 1) The bike can be parked mid rental (Parked), for example when stopping for a short period of time for a meeting or coffee. The bike must be Parked in plain sight. The Customer is obliged to follow road traffic regulations when Parking. The Customer must ensure that the bike does not hinder road safety, that other vehicles and traffic are not obstructed and that no damage is done to third parties or their property. The kickstand is to be used every time that the bike is Parked.
- 2) In particular, Customer's must NOT Park bikes permanently or temporarily:
 - at traffic lights
 - at parking ticket machines or parking meters
 - at traffic signs
 - on walkways which are thereby reduced to a width of less than 1.50 meters
 - in front of, in or near emergency exits and fire department service zones
 - where the bike covers local advertisements
 - by locking the bike on fences of private or public buildings
 - on train and bus platforms
 - in buildings, backyards/ courtyards or within any type of vehicles at any time
 - on guiding plates for the blind
 - at or in front of post boxes
 - in front of doors or gates or in their swivel range
 - in or in front of driveways.
- 3) The bike must be locked properly when not in use, even if the Customer leaves the bike unattended for a short time. More information about how to lock a bike can be found on our Website.

§8 Returning of rental bikes

- 1) The returning of bikes must only be completed at those Marked Locations, or within those Flex Zones, that are marked in the App and Website. Helmets must be locked to all bikes when they are returned. Some Marked Locations:
 - have a custom bike rack, provided by Nextbike NZ, that the bike will dock into. These are clearly marked with Nextbike NZ branding;
 - have a normal bike rack, provided by the landowner, that the bike should be locked next to. These will have no branding.

2) In cities using a Flex Zone, Smartbikes can be returned to public locations within the Flexzone, that are not Marked Locations, provided that they meet the description of places to Park in §7 Parking of the rental bikes, and:

- the Customer must take a photo at the end of each rental that clearly shows the locked bike, helmet and the return location and email to nz@nextbike.co.nz, with the title "Nextbike rental return photo".

3) The Customer must inform Nextbike NZ about the return by App or through the Website by confirming the exact location of the bike, including station name / number or GPS coordinates and or any information that will assist in the successful location of the bike. Smartbikes do this automatically when the framelock is closed, but the Customer should check the App to confirm the details are correct. For Classicbikes the cable lock must be closed and details added by the Customer in the App or Website.

4) Should the Customer, not return the bike at a defined area as described in paragraphs 1 to 3, or provide false information or forget to return the bike entirely, a service fee will be charged by Nextbike NZ to the Customer in accordance with §14 Fees, prices and calculations.

§9 Nextbike NZ liabilities

1) Nextbike NZ's total liability in contract, tort, including negligence and breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the rental shall be limited to the amount it receives from the Customer under this rental agreement, except to the extent that this is unlawful. Nextbike NZ shall not be liable to the Customer for any pure economic loss, loss of profit or losses of business in each case whether direct, indirect, or consequential or any claims for consequential compensation whatsoever and howsoever caused, which arises under the rental.

2) Nextbike NZ shall not be liable for costs arising from improper return of bikes and closing of a rental in accordance with §3 Duration of rental.

3) Nextbike NZ shall not be responsible for damage caused due to improper/unauthorized use of a bike during a rental, unless the damage was due to intentional or grossly negligent behavior of Nextbike NZ or the damage would have occurred independent of the improper/unauthorized use.

§10 Customer liabilities

1) Use of the services provided by Nextbike NZ occurs at the Customer's own risk. The Customer takes full responsibility for damages caused by him/herself. The Customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by Nextbike NZ's liability insurer against a Customer remain unaffected.

2) The Customer is liable for all costs and damages incurred by Nextbike NZ due to his or her non-compliance with their obligations under these General Terms and Conditions.

3) The Customer is liable for the consequences of traffic offences or criminal offences committed during their rental. The Customer shall bear all resulting costs and indemnify Nextbike NZ completely against any claims of third parties.

4) If the bike is stolen during the rental period, the Customer must report the theft immediately to Nextbike NZ's Customer Service.

§11 Customer obligations in case of accident

Nextbike NZ Customer Service must be informed of accidents immediately. In cases of accidents involving not only the Customer, but also third-party property or other persons, the Customer is also

obliged to report the incident to the police immediately. Failure to do so on the part of the Customer shall result in the Customer being liable for any damages incurred by Nextbike NZ.

§12 Use of public transport cards, or electronic employee ID card

- 1) If the Customer wishes to use a card issued by a Nextbike NZ partner as a way to identify themselves when starting a rental, they agree that Nextbike NZ can request all relevant Customer data necessary for business processes from the partner who is providing the customer card.
- 2) When the validity of the customer card of a cooperating partner has expired, the Customer account at Nextbike NZ shall be deactivated in cases where no alternative means of payment has been recorded. Upon provision of a valid means of payment, the Customer may be re-activated.
- 3) If the Customer card is lost, the Customer is required to block the card in their own interest, by calling the provider's hotline, and to telephone Nextbike NZ's Customer Service.

§13 Confidentiality of user information

- 1) The Customer is responsible for preventing unauthorized use of the Customer's user data by third parties. This applies, in particular, to their PIN.
- 2) Please note Nextbike NZ employees are not authorized to and will never request or ask for the Customer's PIN.
- 3) The Customer may change their personal data any time and as often as they want.
- 4) Should the Customer have reason to believe that their user data has been compromised or misused, they must inform Nextbike NZ of this fact immediately.

§14 Fees, prices and calculations

- 1) The standard prices for rental are a combination of the rental time period, and the return location:
 - Rental period - \$4 for up to 1 hour, \$8 for up to 2 hours, \$12 for up to 3 hours, \$16 for up to 4 hours and \$20 for up to 1 day. Additional days, or part days, are charged at \$20.
 - Return location - \$0 if returning the bike to a Marked Location on the App or Website, \$2 if returning the bike within a Flex Zone but not at a Marked Location, \$20 if the bike is returned somewhere else.
- 2) Special passes may allow a discount to the standard prices:
 - Week pass, Auckland, \$4. This covers the first ½ hour of all rental periods during the 1 week that it is valid. Customers will only need to buy a new Week pass when the original 1 week has finished, and a new rental is started.
- 3) Additional fees may be charged as follows:
 - \$500 if you do not return the bike at all,
 - \$50 if you do not return the helmet with the bike,
 - \$30 if you do not return the lock with the bike,
 - \$20 if the recorded return address is unclear or the bike is not at that address.

§15 Payment and delayed payment

- 1) The Customer is obligated to pay the billed amounts by means of credit card. The Customer may change their preferred method of payment at any time.



- 2) Should it be impossible to process a payment due to insufficient funds in the Customer's account or for other reasons for which the Customer is responsible, Nextbike NZ may charge an administration fee. The administration fee claimed by Nextbike NZ may amount to but not exceed the actual expenses incurred.
- 3) If the Customer defaults in payment, default interest will be charged at a rate of 5 percentage points over the base interest rate. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the Customer.
- 4) Failure to pay an outstanding bill will result in the Customer's account being de-activated.

§16 Billing

- 1) Nextbike NZ invoices its Customers according to the current rate and price list as set out in §14 Fees, prices and calculations. Actual rental costs and time periods may be viewed by the Customer in their account at our Website and in the App. This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system, such as fees due to contractual non-compliance and/or service fees.
- 2) Debiting of the Customer's account occurs automatically. Nextbike NZ does reserve the right, however, to demand payment by Customers through alternative means.

§17 Termination and deletion of customer information

Should the Customer wish to deactivate an account, this may be done either online at our Website or writing to nz@nextbike.co.nz

§18 Privacy policy

Our Privacy Policy complies with the New Zealand Privacy Act 1993 and details regarding the use, administration and processing of personal information may be viewed in our Privacy Policy online at <https://www.nextbike.co.nz/en/terms/>

§19 Applicable law

Any disputes arising from the application of these General Terms and Conditions shall be dealt with according to the laws of New Zealand.