

General Terms and Conditions (GTC) for Bike Sharing Systems Operated by SmartBike Mobility Pvt Ltd (SmartBike)

The following general terms and conditions are valid for the use of rental bikes offered by SmartBike Mobility Pvt Ltd. Paragraphs §1 – §8 of our terms and conditions determine the rights and obligations for the use and rental of bikes. Paragraphs §9 – §19 regulate the business relationship between SmartBike Mobility Pvt Ltd as operator of the rental system and its customers.

§1 Jurisdiction of the Terms and Conditions (GTCs)

- 1) SmartBike Mobility Pvt Ltd (“provider”) rents bicycles and e-bikes to registered customers (“customer”) as far as the products and services are available.
- 2) The general terms and conditions apply to and include usage of the SmartBike Brand Products and Services.
- 3) Rentals and returns are possible either by online, via smartphone app, at a rental terminal, using the bike computer or in person directly at our location/cooperation partner’s location.
- 4) Individual agreements which deviate from the GTCs must be approved and confirmed by SmartBike.
- 5) Upon renting a bicycle, the customer accepts the current, valid version of SmartBike’s GTCs.

§2 Registration and Confirmation

- 1) Application for registration (“application”) is possible either via smartphone app, online, at a rental terminal or in person directly at our location/ a cooperation partner’s location. In order to become a registered customer, the applicant must be 18 years of age at the time when the application is approved.
- 2) Following receipt of all relevant personal data, the provider decides whether or not to accept and approve a business relationship with the applicant. As part of the application process, the provider is authorized to utilize the services of payment partner World Pay to check the creditworthiness of the applicant.
- 3) Upon registration, the applicant shall receive a personal identification number (PIN) which they may use to log into the smartphone app and online customer account as well as to conclude rental agreements at rental terminals and bike computers.
- 4) Approval of the application shall result in the issuing of an activation notice. This notification may occur orally, in written form, telephonically, via email, SMS or at a rental terminal.
- 5) Following successful registration, the customer may rent Smart bikes and other bikes from nextbike brands throughout the world. An overview of individual locations may be viewed online at www.smartbikemobility.com. If the customer wants to rent bikes from different brands as registered, the customer will be informed about the local divergent rates and GTCs.
 - 6) Registration is free of charge for applicants via smartphone, internet, rental terminal or personally at our location/cooperation partner’s location. The provider charges a fee for registration according to the price list. For rentals subject to fees, a valid means of payment must be provided prior to the time of rental. For verification the provider will charge a fee of Rs 500 which will be added to one’s credit balance and cleared with future rental fees. Dependent upon the choice of rates, the provider is authorized to charge periodic rental fees. The amount of these fees may be requested via telephone and the current price list is also available online.
- 7) The customer is obliged to inform SmartBike Mobility Pvt Ltd immediately of any changes to their personal information which occur during the business relationship. This includes personal data

and information regarding payment (e.g. bank account number or credit card information).

- 8) SmartBike Mobility Pvt Ltd and their licensing partners may send information necessary for the rental itself (eg: bike no., lock code, etc.) as well as additional information from sponsors. This may occur via smartphone app or SMS.

§3 Terms and Conditions of Use

- 1) The rental bikes shall not be used:
 - a) by persons who are younger than 18 years (unless accompanied by an adult),
 - b) to carry other persons in particular young children,
 - c) for journeys outside of Hyderabad without written consent from SmartBike,
 - d) for subletting to third parties,
 - e) by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit),
 - f) If the bikes are used in case of strong wind or stormy weather the driver may feel the weather conditions stronger than riding a normal bike due to the advertising panels used on the SmartBike-bikes. The use of bikes during these weather conditions is at one’s own risk.
- 2) The customer is obliged to obey all road and traffic laws and regulations.
- 3) Freehand (“no-hands”) operation of the bike is not allowed at any time.
- 4) It is forbidden to use the bicycle basket improperly or overload it (maximum allowable load: 5 kg). The customer is obliged to ensure that all transported goods and items are properly fastened and secured at all times.
- 5) Unauthorized modifications or alterations to the rental bike are not allowed.
- 6) Should unauthorized or improper use of the rental bike be determined, SmartBike Mobility Pvt Ltd is authorized to terminate the business relationship and block the customer from further rentals and usage.
- 7) Following receipt of confirmation messages regarding the return of bicycles, the customer is not allowed to use the bike with the given rental code. To use the returned bike again it is necessary to initiate a new rental process.
- 8) The customer is not allowed to change the provided lock code or to provide it to third parties.
- 9) If a customer leaves the bikes to a third party to use it, he/she has to guarantee, that the third party accepts our GTC. The customer is responsible for the actions of any third parties authorised to use the bike to the same extent as for his/her own actions. When giving a bike to a third person, it should be ensured by the customer that the person must be older than 18 years.
- 10) SmartBike may make additional charges in the following circumstances:
 - Collection fee if a bike is not left at or next to, a SmartBike docking station: Rs. 200 collection fee plus Rs.50 per km travel costs, depending upon the location.
 - Damaged bike: Rs. 5000 or more based on the extent of damage.

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§4 Rental Limitations

Unless previously agreed upon otherwise, each customer may rent up to a maximum of two bikes on one customer account at any one given time, based on his/her creditworthiness.

Individual arrangements subject to the availability of rental bikes are possible upon approval by SmartBike.

§5 Duration of Rental

- 1) The chargeable rental period of a bike begins with the provision of the code for the bicycle lock by SmartBike Mobility Pvt Ltd to the customer or upon automatic unlocking of the fork lock.
- 2) The customer has to inform the provider of the end of the rental period in accordance with § 8. Upon provision of this information, the chargeable rental of the bike as well as the rental period to be invoiced will end. The official end of the rental period shall be marked with the receipt of information by the customer from either SmartBike Mobility Pvt Ltd or the rental terminal. Customer service must be informed about any problems via the service hotline immediately. Notification at a later time will result in any associated recourse claims are deemed to be invalid.

§6 Condition of Rental Bikes

- 1) The customer has to make her/himself familiar with the condition and the appropriate use of the rental bike before rental.
- 2) The customer is in addition obliged to check before use that the bike is in a roadworthy and safe condition. In particular, safety-relevant screw and component fixation, the condition of the frame, handlebars and seat as well as air pressure in the tires and the proper functioning of lighting and brake systems are to be checked. Should the customer determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/she has to notify the provider's customer service, end the rental and desist using the bike immediately. If there is a technical defect or deficiencies after rental but before the customer uses the bike, the rental will be cancelled by the provider.
- 3) Defects such as tire damage, rim defects or gear shift failures must also be reported immediately. If the bike is found without lock, the customer is obliged to contact the customer service.

§7 Parking of the Rental Bikes

- 1) The bicycle must be parked in plain sight. The customer is obliged to follow road traffic regulations when parking. Furthermore, he/she must ensure that the bike does not hinder road safety, that other vehicles and/or traffic is not obstructed and that no damage is done to third parties or their property. The kickstand is to be used every time that the bicycle is parked and the bike is to be placed in the provided bike racks at the rental station when available.
- 2) In particular, 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 which are thereby reduced to a width of less than 1.50 meters

- e) in front of, in or near emergency exits and fire department, hydrants / service zones
- f) where the bike covers local advertisements
- g) to lock the bike at fences of private or public buildings.

- 3) The rental bike must be locked when not in use, even if the customer leaves the bike unattended for only a short time.
- 4) Failure to comply with above will result in the charging of service fees in accordance with the current price list available online at www.smartbikemobility.com. Additionally, the renting customer shall be responsible for payment of any official fines and/or claims on the part of any third parties incurred as a result of non-compliance with these regulations or legal regulations.
- 5) It is not allowed to leave/park the bikes in buildings, backyards or within other vehicles at any time.

§8 Returning of Rental Bikes

- 1) The returning of rental bikes outside the defined area of usage is usually not permitted. In general, this area is defined as the city in which the bike was rented.
- 2) The bike must be returned so that it is clearly visible at one of the locations published online (or in the app) or stations and locked using the lock provided. The customer is obligated to inform the provider that the rental period is being ended as well as of the exact location of the return (station number or GPS coordinates). This may be done online or by using the smartphone app, the rental terminal or the bike computer.
- 3) The customer is obliged to inform SmartBike Mobility Pvt Ltd about the return by app, terminal or bike computer and to confirm the exact location of the bike (station name / number or GPS coordinates).
- 4) The customer must be able to provide this information to SmartBike Mobility Pvt Ltd upon request for a period of 48 hours following the rental period.
- 5) Should the customer not return the bike at a defined area as described in paragraph 1 to 3, provide false information or forget to return the bicycle entirely, a service fee will be charged by SmartBike Mobility Pvt Ltd to the customer in accordance with the current price list as published at www.smartbikemobility.com.

§9 SmartBike Mobility Pvt Ltd Liabilities and Customer Liabilities

- 1) Use of services provided by SmartBike Mobility Pvt Ltd 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 SmartBike's liability insurer against a customer remain unaffected.
- 2) If the customer causes damages with negligence or the bike is stolen because of negligence, the customer remains liable according to the costs for material and labor costs or recovery of stolen bikes to an amount up to but not exceeding Rs 60,000. This maximum amount does not apply in cases in which the customer has caused the damage intentionally or with gross negligence or in cases where the bike has been stolen. In such cases, the amount

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of liability claims applicable shall be determined by the actual amount and real value of damage incurred.

- 3) The customer shall be made liable for all costs and damages incurred by SmartBike Mobility Pvt Ltd due to non-compliance with agreement obligations including those defined in previous paragraphs concerning notification obligations.
- 4) SmartBike Mobility Pvt Ltd is liable for intentional damages and gross negligence towards their customers. For all other culpably infringing contractual obligations (cardinal obligations) the company shall be made liable only for typical, i.e. foreseeable, damages. SmartBike Mobility Pvt Ltd is not liable for damages to items transported with the bicycle. Any further liability on the part of SmartBike is excluded and does not arise.
- 5) SmartBike Mobility Pvt Ltd shall not be liable in cases of improper and/or unauthorized use of the bicycle in accordance with §3.
- 6) If the bicycle is stolen during the rental period, the customer must report the theft immediately to SmartBike.

§10 Customer Obligations in Case of Accident

SmartBike Mobility Pvt Ltd must be informed of accidents immediately. In cases of accidents involving not only the user, 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 damages incurred by SmartBike Mobility Pvt Ltd owing to infringement of said obligation.

§11 Use of Customer Cards, an e-ticket or Electronic Employee ID Card

- 1) To enlist as a customer/member with SmartBike, he/she shall submit his/her Adhar Card along with his/her credit / debit card for the verification and usage of SmartBike only after which a customer card will be issued to the customer.
- 2) If the customer uses a customer card issued by a SmartBike's cooperation partner as access medium, he/she agrees, when using the card for the first time, SmartBike may request all customer data necessary for business processes from the cooperation partner.
- 3) When the validity of the customer card of a cooperating partner has expired, the customer account at SmartBike Mobility Pvt Ltd shall be deactivated in cases where no means of payment has been recorded. Upon provision of a valid means of payment, the customer shall be allowed again to use the provider's services.
- 4) The customer may order a customer card for a nominal fee (see price list online at www.smartbikemobility.com). This card serves as an access medium, e.g. at terminals and bike computers and is not, per se, linked to a fee or price category. Special fees must be booked additionally.
- 5) A SmartBike Mobility Pvt Ltd customer card is not transferable to other parties.
- 6) If the customer card is lost, the customer has in her/his own interest shall block the card by calling the provider's hotline. Replacement of the card is subject to a fee (see current price list at www.smartbikemobility.com).

§12 Confidentiality of User Information

- 1) The customer is responsible for preventing unauthorized use of the customer's personal data by third parties. This applies, in particular, to their personalized PIN/password.

- 2) SmartBike Mobility Pvt Ltd expressly states that SmartBike employees are not authorized to and will never request or ask for the customer password.
- 3) The customer may change the personal data anytime and as often as he/she wants.
- 4) Should the customer have reason to believe that his/her user data has been compromised or misused, they are to inform SmartBike Mobility Pvt Ltd of this fact immediately.

§13 Misuse and Exclusion

- 1) SmartBike Mobility Pvt Ltd is entitled, in cases of due reason and in particular in cases of misuse, to cancel customer rights and thereby exclude customers from using SmartBike's services and bicycles.
- 2) The limitation of liability provided for in §9 para. 2 shall not be valid should the customer allow the misuse of his/her customer data intentionally or due to gross negligence.

§14 Fees, Prices and Calculations

- 1) SmartBike's calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of bicycle. Rental fees are to be taken from the current price list (available at www.smartbikemobility.com).
- 2) Special rates or gift certificates are valid for one bicycle per rental. These are also, in general, valid for and may only be used by the person to which they were specifically issued in accordance with the current price list.
- 3) Cancellation of special rate agreements does not result in the automatic deactivation of a customer account with SmartBike. Should the customer wish to deactivate an account, this may be done either online at www.smartbikemobility.com or by providing written notification to SmartBike.

§15 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means of credit card or electronic transfer (direct debiting). The customer may change their preferred method of payment at any time.
- 2) Should it be impossible to process a direct debit due to insufficient funds in the customer's account or for other reasons for which the customer is responsible, SmartBike Mobility Pvt Ltd will charge the customer with the additional expenses incurred in accordance with the current price list published at www.smartbikemobility.com unless the customer is able to show that the actual expense incurred was lower. In individual cases and in so far as the customer is unable to show that the expense was indeed lower, the claims made by SmartBike Mobility Pvt Ltd 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 2 percent per month. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the customer.
- 4) If the payment is delayed, SmartBike Mobility Pvt Ltd is authorized to demand the entire claim and to discontinue its service until the customer meets his/her obligations.

§16 Billing, Rental Lists, Controlling

- 1) The provider invoices its customers according to the current rate and price list as available at www.smartbikemobility.com. Finalized rental processes (including costs and time periods) may

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be viewed by the customer in their account at www.smartbikemobility.com 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. SmartBike Mobility Pvt Ltd does reserve the right, however, to demand payment by customers either per telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to SmartBike Mobility Pvt Ltd within 14 days of receipt of the invoice. Any refunds due will be credited to the customer's account and applied to the next due payment unless otherwise dictated by the customer.

§17 Termination and Deletion of Customer Information

- 1) Both contractual partners may properly terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either online at www.smartbikemobility.com or by means of written notification sent to SmartBike. Written termination notices are to be sent to: SmartBike Mobility Pvt Ltd, Corporate Floor, Hotel The Manohar, Airport Exit Road, Begumpet, Hyderabad 500016; or via email to: info@smartbikemobility.com.
- 2) Special rates are linked to specific contractual periods. Conditions for termination of special rates are specified in §14 para. 3. Upon termination of a special rate, the customer card may be returned to SmartBike Mobility Pvt Ltd at Corporate Floor, Hotel The Manohar, Airport Exit Road, Begumpet, Hyderabad 500016;

§18 Privacy Policy

- 1) SmartBike Mobility Pvt Ltd is authorized to save customers' personal data.
- 2) SmartBike Mobility Pvt Ltd is entitled to disclose information about the customer to investigating authorities and to the necessary extent, in particular the customer's address, should proceedings be initiated against the customer for a civil or criminal offence.
- 3) If the payment method is credit card, the customer's credit card data will be transferred to our partner World Pay (The Royal Bank of Scotland) for verification and accounting of the rental fees. Following the registration process, credit card data is no longer visible to employees of SmartBike.
- 4) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at www.smartbikemobility.com).

§19 Further Provisions

- 1) Indian law applies and takes precedence.
- 2) Verbal auxiliary agreements do not exist.

Service Hotline: 0091 40 71279008

Email: info@smartbikemobility.com

Internet:

www.smartbikemobility.com