



GENERAL TERMS AND CONDITIONS OF ACCESS AND USE OF THE “JeseNICE bikes” AUTOMATED BIKE RENTAL SYSTEM IN THE MUNICIPALITY OF JESENICE

1. SUBJECT OF THE AUTOMATED BIKE RENTAL SYSTEM SERVICE

The automated bike rental system in the Municipality of Jesenice is called “JeseNICE bikes”, and it is a service offered by the Municipality of Jesenice. This service allows public access to self-service bicycles.

System “JeseNICE bikes” includes:

- 15 ordinary city bikes and
- 6 electric bikes.

Bike stations of the cycling system “JeseNICE bikes” are located at:

1. Municipality of Jesenice, Cesta železarjev 6, 4270 Jesenice,
2. Immediate proximity of TIC Jesenice or in front of DM Jesenice, Cesta m. Tita 20, 4270 Jesenice,
3. Hrušica, Hrušica 55a, 4276 Hrušica.

At each bike station, there are 8 bike stands.

2. PRELIMINARY PROVISIONS

In the General terms and conditions, the following terms shall have the meanings indicated:

- “ “JeseNICE bikes” system “ is the automated bike rental system in the Municipality of Jesenice;
- “General terms and conditions” are the general terms and conditions of access and use of the “JeseNICE bikes” system;
- “Carrier” of the “JeseNICE bikes” system is the Municipality of Jesenice - as the carrier of the “JeseNICE bikes” system services;
- “Administrator” of the “JeseNICE bikes” system is the Municipality of Jesenice, Tourist information center Jesenice (TIC Jesenice), Cesta maršala Tita 18, 4270 Jesenice - as the administrator of the “JeseNICE bikes” system services;
- “User” is the person using “JeseNICE bikes” system services;
- “Application form with a statement” is the application to access “JeseNICE bikes” system services that is agreed on and concluded in writing by the administrator and the user for the registration;
- “Instructions” are the instructions on the use of system services;
- “Maintainer” of the system is a person who technically maintains bikes and bike stations;
- “Consent” is the consent of a parent or legal representative of a minor;
- “Period of use” of system services is the period of access to the system services published annually by the carrier on the webpage jesenicebikes.jesenice.si.

The general terms and conditions define the conditions of subscription and use of bicycles and include questions, user support and obligations of the carrier and user.

The general terms and conditions apply and are binding on all users of the “JeseNICE bikes” system services.

The general terms and conditions bind the contracting parties as contractual provisions, in accordance with Article 120 of the Code of Obligations (Official Gazette of RS, no. 97/2007). The



general terms and conditions are published on the website of the carrier and administrator and shall be annexed to the Application form with a statement.

The carrier reserves the right to change or supplement the general terms and conditions. Unless otherwise specified, the amended general terms and conditions shall enter into force on the day of the publication on the websites of the carrier: jesenicebikes.jesenice.si.

3. CONTACT DETAILS

Contact details of "JeseNICE bikes" system administrator:

Municipality of Jesenice

Tourist information center Jesenice (TIC Jesenice)

Cesta maršala Tita 18

4270 Jesenice

Phone: +386 (0)4 586 31 78

E-mail: tic.jesenice@siol.net

Webpage: jesenicebikes.jesenice.si

Contact details of "JeseNICE bikes" maintainer:

Zavod za šport Jesenice

Ledarska ulica 4

4270 Jesenice

Phone: 031 334 423

E-mail: zsj.vzdrzevanje@siol.net

Customer support is provided from Monday to Sunday from 8:00 am to 8 pm.

4. DEFINITIONS OF TERMS OF THE SYSTEM'S STRUCTURE

The service consists of a network of bike stations, parts of which are the self-service terminal, urban furniture, docking points with locks, bikes and information boards. The "JeseNICE bikes" system enables public self-service access to the bikes, so that system users can rent bikes at the bike station for use in accordance with the general terms and conditions.

The bike station includes:

- Self-service terminal with LCD touch screen, where users apply, rent bikes and have access to user profile and system map with availability of the bikes;
 - Next to the LCD screen there is a card reader,
 - It connects to and communicates with the server, thus forming the bike system with other bike stations.
- Urban furniture includes stands and bike station parts that form the framework with locks and boards.
- Docking points (8 for each bike station) have a box-like shape. They are intended to secure the locking of bikes and are distributed evenly over the long pipe/girder, which is a part of the urban furniture. At each lock, there is a silver button that you press before taking the bike from the docking point. At each docking point, there is space for one bike.

Stands and bikes are numbered.

5. APPLICATION FOR "JeseNICE bikes" SYSTEM



The application shall be done in person at the administrator's head office. A new user fills in the Application form with personal data, which he/she confirms with a signature.

The user undertakes that any changes of data will be timely communicated to the administrator. This can be done at the administrator's head office or by sending a notification to the administrator's address or by e-mail.

The user must present a valid identification document when submitting the completed and signed application form with a statement.

Users of "JeseNICE bikes" system services may be all individuals older than 14 years. For persons who are not yet of legal age, the user card and PIN should be provided by their parents or legal representatives after the signing of the consent. The parents or legal representatives are required to notify the administrator that this is intended for persons who are not yet of legal age and provide their personal information.

In the case of an incomplete application, the user is prompted to update it. If the update is not provided in a timely manner or it is inappropriate, the administrator may refuse the application in accordance with the general terms and conditions.

With the approval of a complete application, the user receives a user card and PIN at the administrator's head office for the use of the "JeseNICE bikes" system.

A correctly filled in application form and PIN code allows the user to rent bikes within the "JeseNICE bikes" system in accordance with the general terms and conditions and the return of them at the selected station.

6. REGISTRATION IN THE "JeseNICE bikes" SYSTEM AND SERVICE AVAILABILITY

Use of "JeseNICE bikes" system services is free of charge. To access the system services, the user must first register at the administrator's head office and fill out the application form with a statement. After a successful registration, the user receives a user card that is not transferable.

The carrier maintains the "JeseNICE bikes" system so that in the period of use the system services are available 24 hours a day. The exception is force majeure.

The carrier shall not be responsible for any occupancy or non-availability of bikes at various points of the "JeseNICE bikes" system.

After completing the application process at the administrator's head office, the user can use the "JeseNICE bikes" system all days of the week, subject to the time limits in the range of 840 minutes or 14 hours (hereinafter: the temporal availability) for a period of 7 days from opening the account.

The user may use his/her available weekly temporal availability continuously or distributed throughout the week. If during the current week the user spends all the temporal availability, he/she is not entitled to use the service until the following calendar week when his/her user card is reactivated. The exceptions are people who act contrary to the general terms and conditions.



The system user is obliged to return the bike by 7:30 PM. If the bike is returned after 8:00 PM and there is no free lock at the bike station, he/she must ensure secure overnight storage of the bike and return it into the system the next day after 8:00 AM or take the bike to a bike station with a free docking point.

If the same user repeatedly violates the general terms and conditions, the carrier is entitled to disable his/her access to the "JeseNICE bikes" system for a specified period.

Customer support of maintainer is provided from Monday to Sunday from 8:00 am to 8 pm.

7. PRICES AND PAYMENT METHODS

Use of "JeseNICE bikes" system services is free of charge.

Registration for access to "JeseNICE bikes" system services amounts to 10 (ten) euros and is valid for a period of 1 (one) year.

Card reissue in case of loss of the card will cost 6 (six) euros. Registration payment and payment of card reissuing are possible at the administrator's head office, cash only.

Any misuse of the card is sanctioned by deprivation and blockage of the card and a ban on re-registration in the current year.

In case of major damages to the bike, due to which further use is not possible or which cause disposal of the bike, the user is charged the value of the bike, namely an ordinary bike in the amount of 671 (six hundred and seventy one) euros or electric bike in the amount of 1,337 (one thousand three hundred thirty-seven) euros.

If the same user in a short period of time repeats minor damages to a bike, the user will be given a reminder. If after the reminder damages continue, the user will be charged for each damage at the current rates of the authorised service.

The carrier will take appropriate action in case of severe and intentional damage of the system and accidental damage that threatens the safety of the users. The user will be required to reimburse the cost of reparation at current rates of the authorised service.

Price changes apply from the moment of their publication. All prices include VAT.

8. USER'S OBLIGATIONS

The user is obliged to use "JeseNICE bikes" system services with due care, diligence and prudence and in accordance with the general terms and conditions.

The user controls the bike that he/she has borrowed. The user is obliged to handle the bike so that the possibility of damage, destruction or disappearance is minimal.

The user is obliged to return the bike within the temporal availability for the current week.

The user is obliged to immediately notify the administrator about the loss or theft of the card.

By signing the Application with a statement, the user accepts the general terms and conditions and agrees that in the event of breach of the general terms and conditions the carrier has the right to charge costs in accordance with Chapter 7 of the general terms and conditions.



If it is found that the use of the bike is contrary to the general terms and conditions, the user is obliged to return the bike immediately after the manager's call.

9. RESTRICTIONS ON THE USE OF SERVICES

The user may not loan, rent, assign or use his/her user card and/or PIN code in any other way that is not specified in these general terms and conditions. Any such action shall be considered as a serious violation of the general terms and conditions. If at any given time damage occurs, it corresponds to the user or the owner of the user card with which the bike was rented.

The registered user is responsible for the user card and thus assumes the responsibility to act in accordance with the general terms and conditions.

The user has the right to properly use the bike in accordance with the general terms and conditions. Proper use shall exclude in particular the following:

- use in violation of the applicable law in the field of road safety;
- bike use in conditions that may lead to bike damage;
- any transport of a third party in any way;
- use of the bike in a way that puts at risk the user or a third party;
- any dismantling or attempt to dismantle the stand, the whole bike or its individual parts and appliances and
- any improper use of the bike.

The access to services is prohibited for all minors under the age of 14 years, irrespective of whether they are accompanied or not.

The bike is designed for a load up to 150 kg.

The carrier reserves the right to shut down the system for a limited time in case of large and extensive damage to the bike system or its components or in the event of major technical errors.

10. THE CUSTOMER'S RESPONSIBILITY AND STATEMENTS

The user is responsible for any damage that occurs during the use of bikes.

The legal representatives of a minor user shall be liable for any damage that results directly or indirectly from the use of the service by a minor.

Each rental that is longer than 24 hours (time limit begins at the moment of the bike's rental) shall be treated as a disappearance of the bike for as long as the bike does not reappear.

In the case of the disappearance of a bike, for which the user is responsible, the user must report immediately or no later than 14 hours after the original rental regarding the disappearance of the bike **to the number of system administrator** and report the theft to the police at the phone number 113. The user remains fully and solely responsible for the bike until the administrator receives a copy of the reported theft to the police.

In the event of an accident and/or incident that involves the bike, the user is obliged to communicate this to the number that is listed in the previous paragraph. The user is responsible for the bike until it is locked back at the docking point or until the bike is returned to the administrator or the maintainer of the system by the user.

Since the user is responsible for the bike from the moment of taking it until it is returned, we recommend that he/she reviews the most important parts of the borrowed bike before using it, especially:

- Proper attachment of the seat, pedals and baskets;



- Proper functioning of the bell, brakes, front and rear lights, reflectors;
- Good overall condition of the frame, tires and handlebar.

If a user finds that the bike is not technically perfect, he/she shall immediately notify the system administrator at the number that is listed in the fourth paragraph.

For any damage caused by the use of the bike, the carrier shall not be responsible.

After a successful bike rental, the user is responsible for all acts committed with a bike of “JeseNICE bikes” system and for all material and non-material damage caused to third parties while using the bike.

“JeseNICE bikes” system is used at your own risk.

11. VIOLATIONS

In case of minor damages to the bike and bike parts that may arise as a result of regular use, the carrier does not require any compensation from users after their use in which damage has been established.

If in a short period of time there are repeated minor damages caused by the same user when using the bike, the user will be given a reminder. If after the reminder the damages continue, the carrier will take an appropriate action, as stated in the fifth paragraph of Chapter 7 of the general terms and conditions.

In case of severe and intentional damages to the system, the carrier will take an appropriate action, as stated in the sixth paragraph of Chapter 7 of the general terms and conditions.

In the case of exceeding the available weekly time of use (14 hours) and if the bike is not returned after this time, the administrator reserves the right to proceed as follows:

- After the expiry of the temporal availability, the user is invited to immediately return the bike to the system;
- After 3 hours since the administrator's successful or unsuccessful phone call inviting the user to return the bike, the bike is seized and the user blocked access the “JeseNICE bikes” system;
- After 24 hours from the blocked access, the bike is reported as stolen, the theft is reported to the police and dealt with under the current legislation of the Republic of Slovenia;
- Such cases are held as a serious breach of the general terms and conditions and in accordance with this the user is disabled from further access to the “JeseNICE bikes” system.

The rules contained in Chapter 11 and the prescribed sanctions are aimed at ensuring the smooth operation of the “JeseNICE bikes” system and the availability to the rest of the users.

12. PERSONAL DATA PROTECTION

We shall process your personal data for the purposes of completing the contract in accordance with the declaration form you have provided. We may not conclude a contract with you without the mandatory personal data indicated in the declaration form.

In concluding and executing the contract (upon the use of “JeseNICE bikes”), we shall collect, process and store the following personal data:

1. Name and surname
2. Address
3. Place
4. Telephone number
5. E-mail address
6. Username



7. Pin code
8. User card number
9. Time and place of bike rental
10. Time and place of bike return
11. Use of funds and current account balance (the currency is time)
12. Violations of the commitment period - exceeding the allowed time for weekly use
13. Additional administrator comments can be generated next to the user profile that are only visible to authorized personnel that facilitate the operation and prevent abuse (for example, comments such as card losses, frequent violations of rules, frequent minor failures on bicycles upon use, etc.)
14. Comments sent by the user (at stations, the user can contact the controller and send commendations, complaints and reports of failures)
15. Name and surname of the minor
16. Name and surname of the legal representative
17. Address of the legal representative
18. Place of the legal representative
19. Telephone number of the legal representative
20. Electronic address of the legal representative

The indicated personal data is required in order to identify the user.

The municipality shall store and protect personal data in accordance with the deadlines set out in the municipality's classification plan and in an appropriate manner, so as to avoid undue disclosure of data to unauthorized persons. Personal data shall be stored for 2 years after the expiry of the validity of the application (package) or until withdrawal, except for data on the time and place of bike rental and return, which shall be stored for the duration of use (package).

The municipality shall enable the processing or transfer of personal data exclusively for the following authorized users: authorized employees of the municipality, authorized persons who process personal data with the contracted processor, persons who are authorized to access personal data under the law or implementing regulations. The municipality shall not use automated decision-making, including profiling.

The personal data controller is the Municipality of Jesenice, Cesta železarjev 6, 4270 Jesenice. Personal data processors are employees of the municipal administration, who perform tasks in the framework of the Jesenicebikes service, the Zavod za šport Jesenice system maintenance staff and the supervisor of the Multimedijška hiša IBIS d.o.o. system.

On the side of the controller, the person authorized for data protection shall be Ines Dvoržak, e-mail: obcina.jesenice@jesenice.si, who will provide more detailed information on how the municipality handles personal data.

We shall not transfer your personal data to a third country (outside the EU).

With regard to personal data, you have:

- The right to access data
- The right to deletion ("right to be forgotten")
- The right to rectification
- The right to restrict processing
- The right to transferability
- The right to object (including the right to appeal to the Information Commissioner and the judicial protection)

The User may, at any time, personally, at the controller's headquarters or in writing, withdraw the consent declaration that he/she has given in accordance with paragraph 1 of this item. In this case, the declaration form shall cease to apply.

13. SETTLEMENT OF DISPUTES

These general terms and conditions are governed by the laws of the Republic of Slovenia. The carrier and the user will try to resolve by mutual agreement any disputes regarding the conduct and consequences of the general terms and conditions. If the dispute cannot be resolved in this way, the carrier and the user will endeavour to resolve any dispute through mediation and other alternative



means of resolving a potential conflict. If this is not possible, the District Court in Jesenice has the material and territorial jurisdiction to resolve disputes. In the event of a legal dispute, the user and the carrier are committed to agree with the submission of the dispute to mediation.

14. MODIFICATION OF GENERAL TERMS AND CONDITIONS OF ACCESS AND USE

The users will be automatically notified of any changes to these general terms and conditions. Changes will be displayed on the website: jesenicebikes.jesenice.si.

15. CONSEQUENCES

Any consequence of failure to comply with these general terms and conditions are borne by the user.

Number: 371-43/2015-44

Date: 19.6.2018

Tomaž Tom Mencinger
Mayor