

GoBike Terms and Conditions

Terms which the User must accept in connection with establishment of profile (permission)

The logo for Gobike, featuring the word "gobike" in a white, lowercase, sans-serif font on a solid green rectangular background.

v. 140312.1

Ordinary Terms and Conditions

These terms and conditions shall apply in any and all matters related to

Gobike A/S
Banegårdspladsen 5
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CVR-no. 34 72 76 43
E-mail: []
Phone: []
("Gobike")

Gobike performs service, operation and renting out of city bicycles ("City Bikes") for DSB and certain municipalities to citizens and companies in Denmark ("Users").

These terms and conditions shall apply to any and all use, rent and/lease of the City Bike and subscription of the City Bike, including booking, prices, payment and handling of personal data.

The terms and conditions are applicable from March 1st 2014.

1. Rent

Gobike rents out the City Bike to the User on the terms and conditions set forth below.

The User is responsible for complying with these conditions during the entire period of rental, use, or subscription.

Part I – CREATION, SUBSCRIPTION, BOOKING AND PAYMENT

2. Creation of profile and identification

The User shall identify himself/herself by creating a profile and adding a valid payment card.

The profile can be created via the screen on the City Bike, via www.byogpendlercyklen.dk ("Website") or via smart-phone.

The User is obliged to submit such information reasonably required by Gobike. The User accepts that Gobike stores such information and that such information can be passed on the third parties if necessary for the operation of the bike system. Reference is made to the privacy policy below.

The User warrants towards Gobike that the information submitted by User is correct and sufficient.

The User shall be, at minimum, 18 years of age.

3. Subscription

The User (in this provision "Subscriber") can subscribe for the City Bike on the Website or on the screen of the City Bike followed by completing the subscription on the Website.

The Subscriber is obliged to submit such information reasonably required by Gobike. The Subscriber accepts that Gobike stores such information and that such information can be passed on the third parties if necessary for the operation of the bike system. Reference is made to the privacy policy below.

The Subscriber warrants towards Gobike that the information submitted by Subscriber is correct and sufficient.

The following special conditions apply subscribed user:

The Subscriber can select between applicable price plans (with or without monthly payment). The chosen price plan cannot be changed within the subscription period.

The Subscriber can be offered special price plans with additional discounts through co-operation with third parties.

Price plans with continuous payment imply a binding period for the User of 3 months. The subscription is automatically renewed for one month at a time, unless terminated with a notice of one month.

Gobike reserves the right to change prices and terms and conditions with a notice of one month; however, in the event of material changes, the Subscriber shall be entitled to terminate the agreement without notice.

For the avoidance of doubt, it is specified that all other terms and conditions herein also apply to subscriptions.

4. Booking

The City Bike can be booked on the Website or via smartphone. Gobike charges a fee per booking. This relevant fee is available on the Website.

The User can request a booking of a City Bike for a specific time at a bicycle station ("Bike Station"). Gobike has the right to deny such requests if no City Bikes are available or if any other circumstances make the booking impossible.

The system checks if there is an available City Bike at the chosen bicycle station. If there is an available City Bike, a text message will be sent to the User via SMS or e-mail. The User shall hereafter confirm the booking to reserve the City Bike. The User will be informed as soon as possible and at the latest 30 minutes before requested use, if possible.

5. Payment and deposit

The rent shall be paid with an approved and valid credit card in the User's name prior to the use of the City Bike.

The prices and fees in force at the time in question is available at the Website and on the screen of the City Bike.

Changes in prices, fees, and other terms and conditions for the usage of the City Bike can be made by Gobike with a notice of one month.

Dankort, VISA, Mastercard, XX, XX are valid means of payment.

Gobike charges an amount to cover the transaction costs in connection with each payment. This amount is available on the Website.

Gobike reserves the right to charge or reserve a deposit of up to DKK 2,500 on the User's payment card as security for the User's compliance with his/her obligations hereunder, including payment of the City Bike and payment of possible compensation/damage claims.

All prices are available on the screen of the City Bike and on the Website and are inclusive of VAT.

PART II – USE, RETURN AND LEGAL TERMS

6. Availability

The City Bikes are available from Bike Stations close to hubs and central squares, as defined by Gobike and its co-operation partners.

Gobike ensures that the rented City Bike is available for the User at the agreed time and place. In addition hereto, Gobike undertakes no liability for the availability of the City Bike.

7. Use

The City Bike is released by entering the information which may be required by Gobike on the screen of the City Bike.

The User accepts that Gobike registers the User's route, length and duration, and that Gobike can use and pass on such information. Data is registered for invoicing purposes and in order to optimize the system. Reference is made to the Privacy Policy below.

The User also accepts that Gobike is entitled to contact the User regarding payment issues and operational issues regarding the use of the City Bike and the Website. Reference is made to the Privacy Policy below.

The User accepts to comply with applicable legislation, including particularly the Danish Criminal Code and the Danish Road Traffic Act.

The User must, at any time, use the City Bike in an appropriate and justifiable fashion, and the User is liable for any damage on the City Bike caused by or attributed to the User's negligence or intentional act or omission, cf. clause 10 below.

If the City Bike is left, it shall be duly locked and shall be left in appropriate fashion.

Any and all use of the City Bike is on the User's own responsibility and liability, and Gobike undertakes no responsibility or liability in respect hereto, unless specifically mentioned herein.

The City Bike may solely be used within the boundaries of Denmark. Use outside Denmark constitutes material breach of these terms and conditions.

The City Bike may solely be used by the User and may not be used by any third parties.

8. Return

The User must return the rented City Bike to a docking station at a Bike Station. The City Bike must be returned in the same conditions as when the User commenced the rent period.

The User can get information regarding the nearest Bike Station and free docking stations via the screen on the City Bike, on the Website or via smartphone.

Information will appear on the screen of the City Bike when the City Bike is within the area of a Bike Station.

If the User returns the City Bike outside the area designated above or leaves the City Bike for more than [2] hours at such place, the User will be charged a fee in order to cover the costs of Gobike in this connection. The fee can be found on the Website.

9. Errors, defects and damages on the City Bike

The User shall, prior to any use of the City Bike, examine the Bike for errors, defects and damages. If the User becomes aware of errors, defects or damages on the City Bike, these shall immediately be reported to Gobike in accordance with the below. If the error, defect or damage is so material that the User is unable to use the City Bike, the City Bike shall be left at the Bike Station. The User will be reimbursed for the rent amount for the specific lease, when the error, defect and/or damage is confirmed by Gobike, unless the error, defect or damage is due to issues which the User is liable for.

By taking the City Bike into use, the User confirms that the City Bike, as per commencement of the rent period, is free of any errors, defects and damages.

If an error, defect or damage occur during the rent period, these shall immediately be reported to Gobike in accordance with the below. If the error, defect or damage is so material that the User is unable to continue his/her use of the City Bike, the City Bike shall be returned to a Bike Station according to clause 8. The User will be reimbursed a proportionate part of the rent amount for the specific lease, when the error, defect and/or damage is confirmed by Gobike, unless the error, defect or damage is due to issues which the User is liable for

All errors, defects or damages on the City Bike, docking stations or screens shall be reported to Gobike via the screen on the City Bike or by mail via the Website.

10. The User's liability

The User is liable for any error, defect, damage or deterioration that occurs on the City Bike, the screen and/or docking stations in connection with or following the User's rent or use of the City Bike, provided that the error, defect, damage or deterioration is due to or can be attributed to the User's negligence or intentional act or omission. The User will be charged any amount, which Gobike defrays to repair or acquisition of a new City Bike in such connection and/or the loss suffered by Gobike in such connection.

The User is - under the same terms and conditions – liable towards Gobike in case of theft of the City Bike. The User will be charged the amount corresponding to full purchase value of the Bike. The User is obligated to report a stolen City Bike to the police and to inform Gobike immediately.

11. Breach of obligations

If the User breaches his/her obligations according to these terms and conditions, including if the City Bike is used contrary hereto, Gobike is entitled to terminate the specific rent and any future rents made by the User with immediate effect.

In this case, the User is obliged to immediately return the City Bike in accordance with clause 8. The User is not entitled to demand reimbursement, damage or compensation in this regard. Gobike is entitled to compensation for any loss suffered.

The User is liable for any damage on goods or persons, which are caused on third parties during or in connection with the User's use of the City, unless this is due to a matter for which Gobike is liable. In the latter case, clause 12 shall apply.

12. Limitation of liability

Under no circumstances, Gobike can be held liable for any consequential loss, loss of profit or any other indirect or consequential loss. Under no circumstances, Gobike can be held liable for the User's use of the City Bike.

With respect to damages on goods and persons due defects on the City Bike (product liability), Gobike shall be liable only if and to the extent such liability can be derived from Danish mandatory rules.

Gobike's liability is in all events limited to an amount of DKK [1 million]. Gobike maintains a liability and product liability insurance with this coverage limit.

Gobike shall be discharged for any obligation being a consequence of circumstances preventing performance of the contract or making performance of the contract unreasonably onerous, including system error and any other circumstances, which Gobike does not control. The User can under no circumstances raise any claims against Gobike for such matters.

13. Subcontractors and third parties

Gobike is entitled to use subcontractors.

Gobike is entitled to transfer rights and obligations to third parties.

14. Change of conditions

Gobike makes certain reservations regarding misprints and price errors. Gobike reserves the right to change present terms and conditions by giving one month's notice.

15. Venue

Any dispute concerning the rent or use between Gobike and the User with reference to a contract between the parties or the terms and conditions shall be settled in accordance with Danish law at Gobike's venue. However, Gobike shall be entitled to require any dispute settled by arbitration in accordance with the rules of the Danish Institute of Arbitration.

16. Public relations and complaints

In case of complaints or other requests the User may contact Gobike's customer service center at mail info@byogpendlercyklen.dk or via the screen of the City Bike.

DEL III - PERSONDATAPOLITIK OG COOKIES

10. Personal privacy

Gobike's privacy policy can be found at the Website..

When the User creates his/her profile and/or uses the Website, Gobike collects and handles, both as data controller and data processor, information about the User.

The protection of your personal data is very important to us and accordingly, we wish to explain how we handle your personal data.

Below you will find a description of the personal data which we gather, for which purpose we use the information, how long we keep the information, and if we share the information with others.

What kind of personal data do we collect?

We gather information about your name, email address, address and any other information which you provide in the ordering process on our Website and on Gobike's bikes ("Bikes"), when you subscribe as User.

For which purpose do we use your personal data?

We use your personal data to process your order, handle complaints, send newsletters to you and to contact you if you so request. Moreover, we also use your personal data to answer any inquiries and to improve the contents of the Website. The information may also be used for statistics about the users of the Website.

When the User creates a profile, the User accepts to receive specific information from Gobike regarding service and traffic information. At the same time, the User grants permission to Gobike's use of data from the User's rent of Bikes to send the User personal information regarding rent of Bikes and other advantages regarding the bike solutions. These data will not be used for other purposes.

Do we pass on your personal data to others?

In some cases we will pass on the personal data which you provide on the Website to others. The passing on of personal data will take place to the extent and to whom it is necessary, in order for us to provide you with the service you request, e.g. in connection with delivery of your order or similar services, which require that we use your data.

Your personal data may be passed on to: (i) suppliers with whom we cooperate to support our company (e.g. suppliers of services, technical support, delivery services and financial institutions); or (ii) in connection with sales, assignments or prevailing other transfer of the contents of the Website; or (iii) if it is required by law, court order or by previous legislation.

As our business grows, we may sell and acquire businesses or assets. In connection with such transactions, customer information in general is one of the most attractive business assets. Personal data collected with reference to this Privacy Policy will, if so, be passed on to the buyer acquiring our business or assets or to companies that we may acquire.

For how long do we keep your personal data?

We store your personal data for as long as it is necessary in order for us to deliver the service you have required, or for as long as it is required by law after which your personal data is deleted.

What kind of precautionary measures do we take?

We take precautionary measures of technical and organizational nature to protect your personal data from manipulation, loss, destruction or access from unauthorized persons. Our precautionary measures are revised on a regular basis in accordance with the newest technological development.

What rights do you have according to the Danish Act on Processing of Personal Data?

You are entitled to receive access to your personal data once each year free of charge and receive information on how your personal data is handled, and you are also entitled to request us to correct, block or delete incorrect personal data. This can also be done at our Website by the User himself/herself. You are further entitled to request that your personal data is not being used or is transferred to any third party for commercial or statistical purposes. You may also complain to the Danish Data Protection Agency.

Can we change our Privacy Policy?

We reserve the rights to change our Privacy Policy at any time. Please check this Website on a regular basis to see if there are any changes. You may check this by looking at the date at the bottom of this page. By continuous use of/visits to this Website, you accept these changes.

The use of cookies may involve handling of personal data and accordingly, we recommend that you also read our Privacy Policy.

COOKIE POLICY

What are cookies?

Cookies are small pieces of information units which a website may store on your computer's hard disk, smartphone or other electronic devices with a memory. Cookies contain information which the Website may use to enhance the efficiency of the communication between your web browser and you. Cookies are standard technology on the Internet and may also occur on our Website.

We can only read the cookies which we have placed on your equipment; we cannot receive or read cookies from other websites.

We use different kinds of cookies to be able to offer you a better and more tailored service. We may also use cookies to form a basis for optimizing the traffic on and between websites.

All the information helps us to improve the contents of the Website, and the information may collectively be shared with business partners and third parties.

Basically, there are two types of cookies, i.e. "temporary" and "permanent" cookies. Temporary cookies are connected to the actual visit on the Website and are deleted automatically when you close your web browser. On the contrary, permanent cookies will be stored on your equipment.

Permanent cookies erase themselves after a certain period, e.g. after 180 days, but will be renewed every time you visit the Website.

However, others may also place cookies on your equipment when you visit our Website. On the Website, we allow the placement of Google Analytics by Google Inc. on your equipment.

What kind of cookies do we use and for what purpose?

In the following we have described what cookies we use on the Website and the purpose the single cookie serve.

We use cookies from Google Analytics to examine who the visitors to our Website are, and we send this information in a depersonalized form to the server. This information is used to make statistics showing how

the users are navigating on the Website. This cookie is deleted after 365 days, but if you visit our Website before the expiry of the 365 days, the cookie will be renewed.

How do you avoid and delete cookies?

It is always possible to decline cookies in your web browser in which you may choose the cookies you will allow, block or delete. If you use a PC or a new browser, you may delete the cookies by pressing CTRL + SHIFT + Delete at the same time.

If the shortcut buttons are not activated, you may visit the support page of the browser. You may find the support pages for most of the common browsers as well as links to deleting the flash cookies here:

Deletion of cookies in Internet Explorer

Deletion of cookies in Mozilla Firefox

Deletion of cookies in Google Chrome

Deletion of cookies in Opera

Deletion of cookies in Safari 5.0

Deletion of Flash cookies

Accept of cookies

Gobike uses cookies for statistical purposes and in order to optimize the user experience on the Web page, including

to recognize you from previous visits

to complete acquisitions through the Website

to give you the possibility of using the function “my tours” on the Website

to solely show you pop-ups with describing text that you have not seen before

in connection with competitions, where it is permitted to participate only one time per person

to collect statistics regarding your use of the Bike and visits on the Website and

to conduct questionnaire surveys to improve user experience.

Cookies from Gobike can always be deleted. Read more about the usage of cookies here [[link to cookie policy](#)].

Accept cookies