

General Terms and Conditions of Business and Use for Deutsche Bahn Connect GmbH – Bicycle Rental

Part 1 – General Terms and Conditions of Business

Section 1 Scope of the General Terms and Conditions of Business

1. Deutsche Bahn Connect GmbH ("Provider") rents bicycles to registered Customers ("Customer"), subject to availability. The term "bicycles" in these General Terms and Conditions also includes pedelecs, cargo bikes and electrically assisted cargo bikes. These General Terms and Conditions of Business and Use ("GTCs") apply to the rental and use of these types of bicycles. Different rates apply at different locations (see Section 4). Part 1 of these GTCs governs the business relationship between the Provider and the Customer as regards the fundamental principles of bicycle rental. The "General Terms and Conditions of Use" regarding the rights and duties applicable to the use of the bicycles can be found in Part 2.
2. Any deviations from the GTCs must be confirmed to the Customer in writing by the Provider.
3. Amendments to these General Terms and Conditions will be notified to the Customer by letter or e-mail and published on the internet.

Section 2 Registration and confirmation

1. Customers must be at least 18 years old at the time of registration. Registration is possible via the Provider's app or website and is confirmed by the Provider.
2. The Customer shall notify the Provider without undue delay of any change to their personal data (e.g. e-mail address or mobile number) or to any data required for billing (e.g. credit card number or bank account details) during the term of the contract. In this regard, it is also possible for the Customer to make changes to the data themselves via the customer portal.

Section 3 System access

1. The Customer must ensure that the login details assigned by the Provider are protected from unauthorised access by third parties. The Customer is not permitted to disclose their login details for use by third parties. The Customer is obliged to notify the Provider without undue delay if they have reason to suspect improper use of their login details.
2. If the Provider has reason to suspect improper use of login details, it may block access to the system until the matter has been clarified.
3. If the Customer infringes their obligations under Section 3 (1), they shall be liable for all damages which would have been avoided had the Customer notified the Provider promptly. If the Customer notified the Provider without undue delay, they shall only be liable for damages incurred until the time of notification, up to the maximum amount of EUR 250. The above liability limit shall not apply if the Customer has permitted improper use of their login information either intentionally or through gross negligence.
4. Customers are eligible for reduced rates if they provide proof of a relevant entitlement. Proof of entitlement to reduced rates must be submitted to the Provider when registering.
5. In order to use rates based on a special arrangement, the Customer must use the e-mail address assigned to them personally when supplying their customer details.
6. If the Customer is no longer entitled to use the special arrangement, either due to action by the user (e.g. change of email address) or because the contractual arrangement with the Provider's partner, under which the special conditions were agreed, no longer applies, the Provider is entitled to move the Customer to a rate without a base fee.

Section 4 Prices

All services will be charged on the basis of the prices valid on commencement of the individual rental. The locally applicable rate can be found in the relevant price list. The local rate that

currently applies can be found in the price list on the product website or in the app.

Section 5 Payment and late payment

1. The Customer shall pay the invoice amounts using the means of payment offered in the registration. In the event of return debits for which the Customer is responsible, the Provider will invoice the resulting additional expenditure at a flat rate in accordance with the current price list, unless the Customer can prove lower expenditure. The right to charge higher fees in a given instance depending on the actual workload is not affected by this.
2. In the event of an outstanding payment on the Customer's part, the Provider shall be entitled to demand immediate payment of any other amounts owed by the Customer and to suspend contractual services until the Customer has satisfied all payments due.

Section 6 Invoicing and checking

1. Invoices will be sent by e-mail or made available in the customer portal on the website.
2. Objections to payments debited must be submitted in writing within one month of the date on which the payment was debited. The Customer's rights shall not lapse if legitimate objections are filed after expiry of the above period, assuming that the Provider is permitted to review the matter under data protection legislation. Any amounts owed to the Customer will be credited to their customer account and counted towards the next fare payment due, unless the Customer has instructed otherwise.
3. The Customer may only offset claims by the Provider against undisputed or legally established counterclaims.

Section 7 Provider's liability

1. The Provider shall be liable to the Customer for intent and gross negligence or, in case of loss of life, physical injury or damage to health, for any kind of negligence. As regards other culpable infringements of essential contractual obligations (cardinal duties), the Provider shall be liable only for contract-typical, i.e. foreseeable, damages, regardless of the legal grounds. Liability of the Provider is otherwise excluded.
2. The Provider shall not be liable in the event of unauthorised and/or improper use of the bicycle, unless the occurrence of the damage is attributable to intentional or grossly negligent behaviour on the part of the Provider or the damage would have occurred irrespective of the unauthorised/improper use.

Section 8 Customer liability and insurance

1. The Customer shall be liable for any loss of or damage to the bicycle for which the Customer is responsible. Provided that the Customer has not caused the damage intentionally or by gross negligence, liability will be limited to a maximum of EUR 250.
2. If the bicycle is stolen during the rental period, the Customer must report the theft to the Provider and to a competent police station without undue delay. The Customer must subsequently inform the Provider of the police reference number.
3. Where fines are imposed by authorities for administrative offences, the Provider reserves the right to pass these on to the user in full.
4. During use of the bicycle, the Customer shall be covered by the Provider's liability insurance over and above any private insurance cover of the Customer. This shall not affect the rights of recourse of the Provider's liability insurer against the Customer.

Section 9 Duration of the contract and termination

The duration of the contract depends on the chosen tariff. Unless otherwise indicated under the relevant tariff, the duration of the contract will be extended by a further year unless it is terminated by the Customer or the Provider with a 1 months' notice to the end of the contractual period. After expiry of the first year, annual contracts, signed from 1 March 2022 onward, can be cancelled subject to 1 months' notice. The right to terminate this Agreement without notice for cause shall remain unaffected. Cancellation must be submitted in writing or made via the app/website's cancellation function.

Section 10 Other provisions

The law of the Federal Republic of Germany shall apply. Where any individual parts or provisions of these General Terms and Conditions of Business and Use are legally invalid, this shall not affect the validity of the remaining terms and conditions. Frankfurt am Main shall be the place of jurisdiction if the Customer does not have a general place of jurisdiction in Germany, or the Customer transfers their place of residence or habitual abode to a country other than Germany after concluding the contract, or the Customer's place of residence or habitual abode is unknown at the time the legal action is filed, or if the Customer is a registered trader or legal entity under public law or special fund under public law (*öffentliches Sondervermögen*).

Section 11 Consumer conciliation

The Provider will not take part in dispute resolution proceedings before a consumer conciliation agency within the meaning of the Act on Alternative Dispute Resolution in Consumer Matters and is not under any obligation to do so.

Part 2 – General Terms and Conditions of Use

Section 12 Using more than one bicycle with one user account

If a Customer rents a bicycle and provides it to a third party for use, the Customer must ensure that the third party observes the provisions of these General Terms and Conditions of Use. The Customer shall be responsible for the third party's actions to the same extent as for the Customer's own actions.

Section 13 Duration of the rental

1. The chargeable rental period shall begin when the bicycle lock is opened or when the Customer makes a reservation requiring a fee.
2. The rental period shall end when the Customer locks the bicycle, unless they paused their journey. Bicycles must be returned in accordance with the return conditions specified in Section 19.
3. Where Customers have free minutes, "chain rentals" (re-renting the bicycle within 15 minutes of locking it) are not permitted. This can be treated as a pause and a continuation of the Customer's original journey.
4. The Provider may terminate the rental period once the Customer reaches their rate's maximum rental period.
5. The Provider may accept the bicycle's return with a delay of up to 15 minutes so the Customer can continue their journey without having to book another bicycle. For example, this allows the Customer to avoid charges for incorrectly parking their bicycle – instead, they can continue until they find the right station. If the Customer continues their journey, the time until this continuation takes place is treated as a break. If the Customer does not continue their journey, the time they lock their bicycle shall be treated as the time when the bicycle is returned.

Section 14 Use of nationwide bicycle rental offers from Deutsche Bahn Connect GmbH

Subject to technical availability, any Customer registered in Germany for a bicycle rental service of Deutsche Bahn Connect GmbH may use other bicycle rental services/brands of Deutsche Bahn Connect GmbH without the need for a separate registration. Different charges may apply when using other DB Connect GmbH bicycle rental products. The product-specific price list will apply. Company bicycles intended for a specific group of users may be excluded from such use.

Section 15 Special terms and conditions for the use of pedelecs, cargo bikes and electrically assisted cargo bikes

1. Before riding a pedelec, cargo bike or electrically assisted cargo bike from the Provider for the first time, the Customer must familiarise themselves with the vehicle and read the operating instructions. These are available in the app, on the web and at the following link: www.callabike.de/bedienungsanleitung.

2. The rented pedelec, cargo bike or electrically assisted cargo bike must always be returned in accordance with the return regulations for the system in question. If the pedelec, cargo bike or electrically assisted cargo bike is returned to non-permitted locations, service charges will apply in accordance with the local price lists.

Section 16 Condition of the rental bicycle

1. Before riding the bicycle, the Customer must familiarise themselves with the general functioning of the rental bicycle and inspect it for any obvious defects that could affect road safety.
2. The Customer must report any defects without undue delay and refrain from further use.

Section 17 Rules on use

1. The Customer must adhere to the German Highway Code (StVO).
2. Unauthorised use constitutes the following:
 - Cycling under the influence of drugs or alcohol (zero alcohol permitted)
 - Improper use of the bicycle's luggage rack, in particular exceeding the maximum permitted load as indicated on the bicycle or in the operating instruction
 - Making changes or modifications to the bicycle
 - Use of the bicycle outside Germany, unless the Provider has given written consent
 - Use of the bicycle by persons aged under 14
 - Transporting highly flammable or other hazardous substances
 - Taking part in bicycle test events or races
 - Subrenting
 - Carriage of additional passengers, especially infants. This does not apply to the carriage of children in the cargo compartment of cargo bikes and electrically assisted cargo bikes. There are special rules for the carriage of children in the cargo compartment of cargo bikes and electrically assisted cargo bikes. These can be found in the instructions for use in the app, on the web and at the following link www.callabike.de/bedienungsanleitung.
3. In the event of unauthorised use, the Provider is entitled to prohibit further use and cancel the Customer's contract.

Section 18 Accidents

1. In case of accidents involving not only the user but also third-party property or other persons, the Customer is obliged to notify both the police and the Provider without undue delay.
2. The Customer shall be liable for any damages incurred by the Provider as a result of the Customer failing to comply with this obligation.

Section 19 Leaving/parking the rental bicycle

Bicycles may only be left/parked in public areas and not in contravention of public regulations. The bicycle must always be locked, even if the Customer parks or leaves it only for a short time. A service fee in accordance with the price list valid at the time may be charged for bicycles which are left unlocked. The Customer reserves the right to prove in individual cases that the damages actually incurred by the Provider were lower or non-existent.

Section 20 Returning the bicycle

1. The Customer is obliged to complete the rental process by locking the bike according to the instructions.
2. The Provider reserves the right to terminate a Customer's rental if it suspects that the Customer will no longer use the bicycle.