



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

Part 1 - General Terms and Conditions of Trade

1. Scope of the General Terms and Conditions of Trade

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 apply to e-Bikes and e-Cargo-Bikes. These General Terms and Conditions of Trade and Use ("GTCs") apply to the rental and use of the bicycle rental service. Different rates shall apply at different locations (see Clause 4). Part 1 of these GTCs governs the business relationship between the Provider and the Customer in regard to the fundamental principles of bicycle rental. The "General Terms and Conditions of Use" regarding the rights and duties applicable to the actual use of the bicycles can be found in Part 2.
2. The Provider shall notify the Customer in writing of any deviations from the GTCs.
3. On renting a bicycle, the Customer accepts the "GTCs Deutsche Bahn Connect GmbH Bicycle Rental", as amended from time to time.
4. The valid price list, as amended from time to time, shall constitute part of these GTCs.
5. The Customer will be notified of changes to the General Terms and Conditions in writing or by email and they will be published online. The Customer will be deemed to have accepted the amendments if they do not raise any objection in writing. The Provider will specifically advise them of this when notifying them of the amendments. Any objections by the Customer must be sent to the Provider within one month of notification of the amendments.

2. Registration and confirmation

1. Customers can apply for registration ("Application") at the terminal, in writing, by telephone or via the internet/app. Customers must be at least 18 years old at the time of the Application.
2. The Provider decides whether or not to accept the Application to enter into a contract on receipt of the applicant's relevant personal data. When processing the Application, the Provider is also entitled to perform a credit check.
3. The Application is accepted when the Provider notifies the Customer of their personal customer number. This notification may be given in writing, by telephone or by email.
4. A registration fee shown in the current price list may be charged on acceptance of the Application in the case of registration by telephone.
5. The Customer shall notify the Provider without delay of any change to their personal data or to any data required for billing (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.

3. System access

1. The Customer must ensure that the log-in details assigned by the Provider (e.g. customer number/card or call-number alias) are protected from unauthorised access by third parties. The Customer is not permitted to release their log-in details for use by third parties. The Customer is obliged to notify the Provider without delay where they have reason to suspect improper use of their log-in details.
2. The Provider advises that its staff are only entitled to ask for customer numbers where contact with the Provider has been initiated by the Customer.
3. The Customer must notify the Provider without delay if the Customer is no longer using the call-number alias (e.g. if the mobile phone number or the mobile phone has been passed on to a third party).
4. The Customer's number shall be deactivated if it is not used by the Customer for a period of 12 months. The Customer may reactivate the number by calling the service hotline.* The Provider is entitled to assign a new Customer number to the Customer at any time.
5. In case the Provider has indications for an existing or imminent abusive use of the logon credentials, they are entitled to block the system access of the Customer until the actual facts are ascertained.
6. Where the Customer infringes their his or her obligations under Article 3(1), they he or she shall be liable for all losses which would have been avoided if the Customer had notified the Provider in a timely manner. If the Customer notified the Provider immediately,

they shall be liable for damage sustained until the time of notification up to the maximum amount specified in the schedule of prices valid at the time. The above liability limit shall not apply if the Customer permitted unauthorised use of their Customer number (Customer number/call-number alias) through intent or gross negligence.

4. Prices

All services shall be charged on the basis of the prices valid on commencement of the individual rental transaction. Different rates shall apply at different locations; these are specified in the current price list. Prices may be requested by telephone or viewed online*.

5. Payment and default

1. The Customer is obliged to pay the invoiced amounts by credit card or by participating in the direct debit authorisation procedure (Sepa Direct Debit procedure). In the case of SEPA direct debits, the Customer shall issue an appropriate direct debit mandate stating the IBAN and BIC.
2. Insofar as a direct debit cannot be honoured due to insufficient funds or for other reasons for which the Customer is responsible, the Provider shall invoice the resulting additional expenditure at a flat rate in accordance with the current price list, unless the Customer can prove lower expenditure.
3. If the Customer defaults on payment, the Provider shall be entitled to demand immediate payment of all further claims against the Customer and to suspend contractual services until the Customer has satisfied all outstanding payments.

6. Invoicing and checking

1. The invoice will be sent by email. Invoices can also be viewed at any time in the Customer portal on the website.
2. Invoicing for services used takes place at least every 30 days.
3. Objections to debits must be submitted in writing within one month of encashment of the direct debit/collection. The Customer's rights shall remain unaffected where legitimate objections are filed after expiry of the above period, insofar as the Provider is permitted to review the matter under data protection legislation. Any refunds owed shall be credited to the Customer's account and set off against the next payment due unless the Customer instructs otherwise.
4. The Customer may only offset claims by the Provider against undisputed or legally established counterclaims.

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. In regard to other culpable infringements of essential contractual obligations (cardinal obligations), the Provider shall be liable only for contract-typical, i.e. foreseeable, damages, regardless of the legal grounds. Liability of the Provider shall be excluded in all other cases.
2. The Provider shall not be liable in cases of unauthorised and/or improper use of the bicycle pursuant to Part 2, Clause 5, unless the occurrence of damage can be traced back to deliberate or grossly negligent behaviour on the part of the Provider or the damage would have occurred independent of unauthorised/improper use.

8. Customer liability and insurance

1. The Customer shall be liable for damages resulting from the theft of or damage to the bicycle during the rental period (see Part 2, Clause 2), up to the maximum amount indicated in the schedule of prices valid at the time. The above liability restriction shall not apply if the damage is attributable to intent or gross negligence on the part of the Customer.
2. If the bicycle is stolen during the period of use, the Customer must report the theft immediately to the Provider and to a competent police station. The Provider must subsequently be informed of the police reference number.
3. When using 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.

9. Data protection

1. The Provider shall be entitled to store the Customer's personal data and undertakes to use that data only in compliance with the provisions of the Federal Data Protection Act.
2. The Provider shall be entitled to disclose information about the Customer to the extent necessary, in particular the Customer's address, to investigating authorities if the requesting authority submits proof that proceedings have been initiated against the Customer for an administrative or criminal offence.
3. The rented bicycles may be equipped with a GPS module to simplify the rental and return process for customers. This is used to determine the location of bicycles at the time of return and in case of a specific reason to suspect improper use. The location of the bicycles is also determined at a random time during a 24-hour period. The data collected regarding the location of bicycles is used solely for the purpose of finding them and for the proper management of the rental process.
4. If a Customer has been granted either reduced rates or special terms and conditions as part of joint promotions with a partner company, the Provider shall be entitled to check that the Customer satisfies the conditions of registration. For this purpose, the Provider can compare relevant customer data with its promotion partners or request individual verification from the Customer.

Further information regarding the use and processing of personal data can be found in our data protection rules available online at <https://www.deutschebahnconnect.com/en/unternehmen/datenschutz-grundsaeetze>

10. Duration of the contract and cancellation

1. The duration of the contract depends on the chosen tariff. Unless otherwise indicated under the relevant tariff, the duration of the contract shall be extended by a further month/year, unless it is terminated by the Customer or the Provider subject to notice of 14 days to the end of the contractual period. The right to terminate this Agreement without notice for good cause remains unaffected. Notice to terminate must be in writing. The Customer should address this to: Deutsche Bahn Connect GmbH, Kundenbetreuung, Raffineriestrasse 28, 06112 Halle/Saale, Germany or send it by email.*

11. Miscellaneous provisions

1. German law shall apply. The parties have not entered into any ancillary oral agreements. Where any individual parts or provisions of these General Terms and Conditions of Trade 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 for all disputes arising from or regarding the Customer's participation in the bicycle rental system if the Customer does not have a general place of jurisdiction in Germany, or the Customer transfers his 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 estate under public law (*öffentlich-rechtliches Sondervermögen*).

12. 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 (VSBG) and is not under any obligation to do so.

Part 2 - General Conditions of Use

1. Using more than one bicycle with one customer number

Each customer number generally entitles the Customer to hire two bicycles at the same time. Deviations from the above provision may be agreed by means of individual tariffs. If the Customer rents a bicycle and then permits a third party to use the bicycle, then it is the Customer's responsibility to ensure that this third party follows these General Terms and Conditions of Use. In this case, the Customer is responsible for their own actions as well as acting representative for the actions of the third party.

2. Duration of the rental contract

1. The chargeable rental period shall begin when the Provider notifies the Customer of the opening code for a bicycle or upon activation of the bicycle lock.
2. The rental period shall end when the Customer actively locks the bicycle. Bicycles must be returned in accordance with the return conditions specified in Clause 8.
3. Where Customers have free minutes, chain rentals (re-renting the bicycle immediately upon return) are not permitted.

3. Use of nationwide bicycle rental offers from Deutsche Bahn Connect GmbH

Subject to technical availability, all customers registered in Germany for a bicycle rental offer from Deutsche Bahn Connect GmbH are entitled to use any other bicycle rental offer/brand from Deutsche Bahn Connect GmbH in Germany without requiring a separate registration. In this case, the current local price and the product-specific price list shall apply. Company bicycles intended for a specific group of people may be excluded from this.

4. Special Conditions for the Use of e-Bikes

1. Before the first trip on an e-Bike provided by Deutsche Bahn Connect GmbH, the customer must familiarise themselves with the e-Bike by reading the instruction manual. This can be found in the app and online, also available using the following link: www.callabike.de/bedienungsanleitung
2. The minimum age for the use of an e-Bike is 16 years.

5.5 Special Conditions for the Use of e-Cargo-Bikes

1. Before the first trip on an e-Cargo-Bike provided by Deutsche Bahn Connect GmbH, the customer must familiarise themselves with the e-Bike by reading the instruction manual. This can be found in the app and online, also available using the following link: www.callabike.de/bedienungsanleitung
2. The minimum age for the use of an e-Cargo-Bike is 16 years.
3. The rented e-Cargo-Bike must always be returned to the station it was originally rented from. If the e-Cargo-Bike is not returned to the station it was rented from, the customer will be subject to service fees in accordance with the local valid price list

6. Roadworthiness of the bicycles

1. Before setting off on the first ride, the Customer must familiarise themselves with the bicycle and check the bicycle for visible defects that would compromise traffic safety.
2. If it is apparent that the bicycle has a technical defect that could impair its roadworthiness at the beginning of the period of use, or if such a defect becomes apparent during use, the Customer must immediately notify the Provider and discontinue use of the bicycle. Even minor defects such as damage to the tyres, wheels or gears must be reported immediately.

7. Rules of use

1. The Customer must comply with road traffic regulations (StVO).
2. When transporting objects on the bicycle, the Customer shall ensure that they are securely attached.
3. The Customer is prohibited from:
 - a. riding the bicycle without holding the handlebars.
 - b. using the bicycle whilst under the influence of drugs or alcohol (zero-alcohol-limit).
 - c. improper use of the bicycle luggage rack, in particular exceeding the maximum permitted load of 15 kg.
 - d. carrying out modifications and other interference with the bicycle.
 - e. causing wilful damage to the bicycle.
 - f. using the bike outside of Germany unless the Provider has given their written permission to do so.
4. Unauthorised use is deemed to be:
 - a. use by persons under the age of 16 without adult supervision.
 - b. the transportation of flammable, poisonous or otherwise dangerous materials.
 - c. taking part in bicycle test events or races.
 - d. rental to a third party.

- e. trips outside the Federal Republic of Germany (unless the Provider has given its written permission).
 - f. carrying passengers, particularly young children, on the luggage rack, with the exception of carrying children in the loading box of the e-Cargo-Bikes. Transporting children in the loading box of the e-Cargo-Bikes is subject to special provisions, which can be found in the instructions for use, available on the app and online, as well as under the following link: www.callabike.de/bedienungsanleitung
 - g. all modifications to the bicycle are prohibited (German Road Traffic Regulations - StVZO).
5. In the event of unauthorised use, the Provider is entitled to prohibit further use and cancel the Customer's contract.

8. 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 delay.
2. If the Customer disregards this obligation to notify the police and the Provider, the Customer shall be liable for any loss sustained by the Provider owing to breach of the above obligation.

9. Prohibited parking places

1. In particular, the bicycle must not be parked or left
 - against trees,
 - on green spaces (particularly private property and semi-public areas such as parks, green areas, allotments, sports grounds, playgrounds, camp sites, bathing areas and graveyards),
 - monuments,
 - inner courtyards and rear courtyards,
 - against traffic lights,
 - against parking meters or carpark ticket machines, post boxes, aboveground distributor boxes, telephone booths and bus stops,
 - on pavements if this leads to a passage width of less than 1.60 metres
 - in front of, by or on fire-service and rescue service access-ways,
 - in the area of zebra crossings and central street islands
 - in front of building entrances and exits, entrances to underground railway systems (U-Bahn) and commuter trains (S-Bahn), including elevators if those are blocked or access to them is considerably hindered or if their function is considerably hampered,
 - on paths to enable free movement of wheelchair users or guidance systems for the blind and visually impaired, if those paths and systems are blocked or access to them is considerably hindered or if their function is considerably hampered,
 - at bicycle parking facilities (e.g. parking rails, front wheel bicycle racks, bicycle lockers, roofed bicycle stands).
 - at a distance of less than 30 metres from the banks of a river or other body of water.
2. The bicycle must always be locked, even if the Customer parks or leaves it only for a short time. A service fee pursuant to the schedule of prices 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 Provider did in fact suffer lower or no damage.
3. Whenever the Customer leaves or parks the bicycle, they shall ensure that the bicycle is publicly accessible at all times and complies with road traffic regulations (StVO). The Customer is responsible for making sure the bicycle does not obstruct traffic safety, put other road users in danger or restrict them in their movement. The bicycle stand must always be used. For reasons of road safety, the bicycle

must never be leaned against another vehicle, road sign or other object.

4. Where the bicycle is left for the purposes of returning it, the requirements for returning the bicycle pursuant to Clause 8 must also be observed.

10. Returning the bicycle

1. The bicycle must be returned by parking it correctly at one of the stipulated locations.
2. The Customer shall be obliged to complete the rental process properly.
 - a. In cities which operate exclusively with hire stations, the bicycle must always be returned to a hire station. Returning the bike to anywhere other than the hire stations is not possible for technical reasons. Non-returned bicycles will be subject to the full price of use until they have been definitively returned.
 - b. In cities with no hire stations in the core area, the bicycle must always be returned within the core area.
 - c. In cities with a core area containing defined hire stations and return zones, the bicycle must be properly returned to a hire station. Returning the bike to anywhere other than the hire stations is technically possible, but a fee pursuant to the price list will be charged for any bicycle which is not returned to a station. Berlin is an exception. The Customer reserves the right to prove in individual cases that the Provider did in fact suffer lower or no damage. An up-to-date guide to the rental and return process and accompanying fees as well as the hire stations and core areas, is available on the website.*
3. If the Customer fails to park the bicycle correctly (see Clause 7.1), submits incorrect information about the bicycle location or leaves the bicycle without locking it properly, a service fee pursuant to the schedule of prices valid at the time will be charged. The Customer reserves the right to prove in individual cases that the Provider actually suffered lower or no damage. In addition, the provider shall charge the customer any applicable official fees, as well as any costs in connection with third-party claims for the removal of the contractually and / or unlawfully placed bicycle. A service fee shown in the schedule of prices will also be charged if the Customer returns the bicycle to a location outside the core area. The Customer reserves the right to prove in individual cases that the Provider did in fact suffer lower or no damage.
4. The Customer shall be liable for all costs and damages incurred by the Provider owing to infringement of the Customer's duty to cooperate and inform the Provider pursuant to the foregoing provisions.

* **Call a Bike service line:** 0049 (0)69 427277-22 (calls via German landlines) Internet: www.callabike.de Email: info@callabike.de

* **StadtRAD Hamburg service line:** 0049 (0)40 82218810-0 (calls via German landlines) Internet: www.stadtradhamburg.de Email: info@stadtradhamburg.de

* **LIDL-BIKE Berlin service line:** 0049 (0)30 59008555 (calls via German landlines) Internet: www.lidl-bike.de Email: berlin@lidl-bike.de

* **FordPass Bike service line:** 0049 (0)221 650313-0 (calls via German landlines) Internet: www.fordpass-bike.de Email: info@fordpass-bike.de

* **RegioRadStuttgart Bike service line:** 0049 (0)711 49078-0 (calls via German landlines) Internet: www.regioradstuttgart.de Email: info@regioradstuttgart.de

Last updated: 08 April 2019