

General Terms and Conditions for the BIMBIBIKES Online Platform

These General Terms and Conditions (GTC) shall take effect for all users registered via the bimbibikes.com website after 1.9.2019, unless the user objects to the validity of the new GTC within six weeks of receipt of the e-mail in which the user is notified about the new GTC. For all users who have registered after 1.9.2019 the GTC in the version to which they agreed when registering apply from the time of registration.

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LR Mobility GmbH (hereinafter “**bimbimbikes**”) arranges rental agreements for bicycles and other sport and leisure equipment (hereinafter “**Bicycle or Bicycles**”) via the platform available at www.bimbimbikes.com, www.bimbimbikes.it, www.bimbimbikes.es, www.bimbimbikes.nl, www.bimbimbikes.fr (hereinafter “**Platform**”). The following General Terms and Conditions of Use (hereinafter “**Terms of Use**”) in Section I shall form part of the agreement concluded between the user and bimbimbikes in respect of the arrangement service. Any agreement for rental of the Bicycle (hereinafter “**Rental Agreement**”) concluded via the Website shall comply with the General Terms and Conditions of Rental (hereinafter “**Rental Terms**”) specified in Section II.

I. General Terms and Conditions of Use

§ 1

Scope of Application

- 1.1 These Terms of Use shall apply to all agreements concluded between bimbimbikes and the user in respect of services performed via the Platform.
- 1.2 Agreements made between bimbimbikes and the user shall be based exclusively on the present Terms of Use as well as confirmation of user agreement pursuant to 3.1.3. General terms and conditions of business of the user shall not apply, even if bimbimbikes does not expressly contest their inclusion. The language governing these Terms of Use shall be English.
- 1.3 Some provisions of the Terms of Use shall only apply to the user if they are a consumer within the meaning of Section 13 of the German Civil Code (BGB – Bürgerliches Gesetzbuch) or an entrepreneur within the meaning of Section 14 BGB.
 - 1.3.1 A consumer is a user who is using the services of bimbimbikes for a purpose that cannot predominantly be attributed to either their trade or their independent professional activities.
 - 1.3.2 An entrepreneur is a user who, when entering into a legal transaction, is acting in exercise of their trade or independent professional activities.

bimbimbikes shall expressly refer to such limited application in the respective individual case.

- 1.4 The Terms of Use will be displayed as a PDF file and may be saved. Users are also entitled to a printout.

§ 2

Agency Platform

- 2.1 Via the Platform, individuals or legal entities may let bicycles to others (referred to hereinafter in this capacity as "**Lessor**") or rent bicycles (referred to hereinafter in this capacity as "**Lessee**"). bimbimbikes itself is neither the owner nor the holder of such Bicycles, neither does it let them to others. bimbimbikes merely arranges conclusion of the agreement and in this process is authorized as a representative to conclude agreements on behalf of the Lessor.
- 2.2 bimbimbikes does not provide the internet access or other technical services required for use of the Platform.
- 2.3 bimbimbikes continuously works to optimize and expand the services offered via the Website. This may lead to changes, particularly to the technical requirements for providing and transmitting advertisements and booking inquiries.
- 2.4 bimbimbikes may have the services to be performed via the Platform fully or partially carried out by subcontractors at any time. Any subcontractors engaged shall be bound by contract to adhere to bimbimbikes's data protection regulations and to observe confidentiality.

§ 3

Concluding a User Agreement through Registration

- 3.1 Lessor and Lessee (hereinafter jointly referred to as "**Users**") may only use the Platform after first having registered. Upon registration an agreement governing the use of the Platform free of charge (hereinafter "**User Agreement**") is concluded between bimbimbikes and the Users.

In order to register, it is necessary to provide mandatory information, which is requested during registration (hereinafter "**Master Data**").

- 3.1.1 The User may register through entering the Master Data into the Platform or have them transferred from selected social media services such as Facebook or Google, e.g. (Social Networking Services, in short "SNS"). The User may correct errors in the inserted data on the Platform. The User represents that the inserted Master Data are correct, up to date and complete as well as not infringing third parties' rights (e.g. name rights or trademark rights). In case

the Master Data change, the User shall immediately update his Master Data in their user profile.

- 3.1.2 The User does not give a legally binding offer to enter into the User Agreement until clicking the button "Sign up". The User therewith also confirms the GTC.
 - 3.1.3 Once registration is complete, bimbimbikes sends the User an e-mail confirming the registration (hereinafter "**Confirmation of User Agreement**"). The User is required to verify the e-mail address they provided via a link. Upon verification registration is complete and a User Agreement is concluded between the User and bimbimbikes. bimbimbikes now creates a personal account for the User (hereinafter "**bimbimbikes Account**") and activates it.
 - 3.1.4 bimbimbikes will not store the Confirmation of User Agreement and the User may no longer view or retrieve it on the Platform.
- 3.2 The Master Data are stored in the bimbimbikes Account. Other Users can only view them when and to the extent necessary for making contact. bimbimbikes shall use the Master Data exclusively for the purpose of executing and processing the User Agreement. bimbimbikes shall also evaluate the Master Data in anonymized form for statistical and empirical purposes.
- 3.3 Only individuals, legal entities and partnerships with unrestricted legal capability are permitted to register. Legal entities and partnerships may only be registered by an individual authorized to represent them, who must be specified by name. During registration, only individual persons may be named as holders of membership accounts (i.e. not married couples or families). Multiple registrations under different member names are not permitted.

§ 4

Conclusion of an Agency Agreement

- 4.1 If the Lessor publishes bicycles on the platform (hereinafter "**Publication**") or if the Lessee makes a booking enquiry via the platform (hereinafter "**Booking enquiry**"), he shall instruct bimbimbikes to arrange a rental agreement with costs (hereinafter "**Agency Agreement**").
- 4.2 The Agency Agreement shall be concluded upon publication or booking enquiry. bimbimbikes confirms the conclusion of the Agency Agreement with a separate e-mail (hereinafter "**Contract Confirmation**").
- 4.3 bimbimbikes does not keep the Contract Confirmation in the user profile and Users may not retrieve it.

§ 5 Right of Revocation

A User who is a consumer is entitled to revoke their declaration of agreement according to section 4.1. It is noted here that information on the conditions for exercising the revocation and the legal consequences thereof may be found in the separate Revocation Instruction.

https://drive.google.com/file/d/1PBWwpbH3ZsKOpGg3bDN928_LhJV4FBIS/view

§ 6 Customer service

- 6.1 Customer service is important to bimbimbikes. The bimbimbikes team will assist the User if the User has any question or problem. The User can contact the bimbimbikes team by calling the telephone number indicated on the website or via e-mail.
- 6.2 The Rental Agreement arranged via the Platform will be concluded exclusively between the Lessor and the Lessee. bimbimbikes is therefore neither liable for the creditworthiness of the contractual partner introduced nor the proper performance of the Rental Agreement (see also Section 14.2). As an agent, bimbimbikes is nevertheless committed to ensuring that the Lessee's Booking Enquiries are answered promptly and will assist the User should there be any problems with the execution of the Rental Agreement.
- 6.2.1 If the confirmation of a Booking Request (see II. clause 2.2) by the Lessor takes longer than usual, the Lessee can contact bimbimbikes. bimbimbikes will then attempt to contact the Lessor and find out why the confirmation is delayed.
- 6.2.2 In addition to the statutory rights of revocation, withdrawal and termination, the Lessee may cancel the Rental Agreement on the following terms set out in § 18. Whether and to what extent the Lessee is refunded the rental price also results from § 18. The refund of the rental price in case of cancellation will be made by bimbimbikes.
- 6.2.3 If the Lessee is dissatisfied with the Bicycle or the fulfilment of the Rental Agreement by the Lessor, the Lessee can inform bimbimbikes. The same shall apply if the Lessor believes that the Lessee has not treated the rented bicycle with care or if he is dissatisfied with the Lessee for other reasons (hereinafter "**Feedback**"). For the Feedback, the Users can submit Ratings or Reviews (see § 15) or contact bimbimbikes directly.
- 6.2.4 If the Bicycle was not handed over to the Lessor in accordance with the contract, the Lessee may instruct bimbimbikes to retain the rental price. The procedure after such instruction results from section 16.3.4. If the Lessee is dissatisfied with the quality and condition of the Bicycle and therefore wants to reduce the rental price, demand a refund of the rental price or claim damages, the Lessee must contact the Lessor directly to lodge its complaint (hereinafter "**Complaint**"). If the Lessee is unable to contact the Lessor or the

Lessor does not answer the Lessee's Complaint, the Lessee may contact bimbimbikes within 7 days upon the end of the rental period for the use of the Bicycle (hereinafter "**Period of Use**"). bimbimbikes will attempt to mediate between the Lessee and the Lessor, but does not guarantee that the Complaint will be successful.

§ 7

Term; Termination

- 7.1 The User Agreement is concluded for an indefinite period.
- 7.2 Unless otherwise agreed, the User may terminate the User Agreement at any time without the requirement to observe a notice period by using the option "Deactivate Account or via e-mail. Rental Agreements that have already been proven or arranged shall remain unaffected by the termination. This shall also apply accordingly to claims to payment of the bimbimbikes commission or service charge that are already due.
- 7.3 Unless otherwise agreed by the parties, bimbimbikes may terminate the User Agreement at any time upon 30 (thirty) days' notice. The termination notice shall be in writing (e-mail is sufficient).
- 7.4 The right to terminate for good cause shall remain unaffected. In particular, good cause shall be deemed to exist if:
 - 7.4.1 the User fails to meet a not merely insubstantial payment obligation in full or in part despite a reminder;
 - 7.4.2 the User breaches their duties under these Terms of Use and does not take corrective action despite a reminder. A reminder shall not be required if it does not hold out any promise of success or if the breach is so severe that it is unreasonable to expect bimbimbikes to adhere to the agreement. The severity of the breach may also be based on the User already having been warned repeatedly on account of a comparable breach;
 - 7.4.3 bimbimbikes can no longer offer the Platform in its previous form due to a change in the legal situation or case law or a judicial or official order;
 - 7.4.4 bimbimbikes discontinues the Platform or its business activities; or
 - 7.4.5 the opening of insolvency proceedings against the User's assets is rejected for lack of assets.
- 7.5 After the agreement has ended, the User shall no longer have access to the membership account or profile of the Lessor. bimbimbikes shall not be responsible for safeguarding the information stored in the membership account and profile of the Lessor. The User is thus required to back up the data relevant to them on a storage medium independent of bimbimbikes in good time prior to the end of the agreement.

§ 8

Use of the Platform

- 8.1 The User undertakes not to use the Platform in an improper manner. In particular, they are not permitted to:
- 8.1.1 impersonate another person or pretend to belong to a legal entity;
 - 8.1.2 use the membership account to publish information not related to the letting or renting of Bicycles;
 - 8.1.3 send unsolicited advertising material or sales promotion material (such as unwanted promotional e-mails or "spam") via the Platform;
 - 8.1.4 block, overwrite, or amend content from bimbimbikes; or
 - 8.1.5 use the Platform using a system or program that impairs the security, integrity and/or availability of the systems employed by bimbimbikes to operate the Platform, cause robots or automated processes to influence the Platform or enable such influence, or otherwise disrupt the proper and smooth functioning of the Platform or access the Platform without authorization.
- 8.2 The User shall indemnify bimbimbikes against all claims asserted against bimbimbikes by third parties due to improper use within the meaning of § 8.1. They shall compensate bimbimbikes for any losses incurred by bimbimbikes as a result of such improper use, including any legal costs. This does not apply in case the User is not responsible for such improper use. The User shall support bimbimbikes in its legal defense.

§ 9

Access Data

- 9.1 The User shall obtain personal login data for login to their bimbimbikes account that may be used exclusively by them. The User shall
- 9.1.1 not pass the login data on to third parties;
 - 9.1.2 select passwords that are difficult to decipher;
 - 9.1.3 keep the login data and passwords secret; and
 - 9.1.4 immediately change the login data or have them changed by bimbimbikes, should they know of any misuse of the access data. This shall also apply where they only suspect or fear such misuse.
- 9.2 The User is required to protect computers and other data carriers on which login data and passwords are stored or used.

- 9.3 The User shall be liable for all damage brought about by any third-party use for which they are responsible.
- 9.4 If the User breaches the duties of care specified in 9.1 and 9.2 to a significant degree, bimbibikes shall be authorized to block the User's bimbibikes account (temporarily). The User shall be informed of this by e-mail.

§ 10

Responsibility for Content

- 10.1 The User shall be solely responsible for all the content they post on the Platform. This shall include, without limitation, the description provided by the Lessor in connection with offering a Bicycle, the image files stored as well as the fixing of a price (including any taxes that may be payable) (jointly referred to hereinafter as "**Advertisement**"). The User shall check the content carefully before posting it. bimbibikes may examine the content as required.
- 10.2 The Lessor shall ensure that the Bicycle they advertise is described correctly and completely, including any existing defects. When doing so, they must at least provide the information marked by bimbibikes as mandatory.
- 10.3 When posting an Advertisement, the Lessor affirms that
- 10.3.1 they are in possession of the Bicycle offered and are entitled as the sole owner or their authorized representative to conclude the Rental Agreement and dispose of the Bicycle; and
 - 10.3.2 the Bicycle is in an orderly condition except for the defects specified in 10.2 and is suitable for the intended use;
- 10.4 The User shall ensure that the Advertisements and other content:
- 10.4.1 relate exclusively to the Bicycle offered;
 - 10.4.2 do not infringe moral rights of third parties;
 - 10.4.3 do not discriminate on grounds of race, do not cause offense or harassment, and are not immoral or sexually explicit;
 - 10.4.4 do not contain any information or data that the User is not authorized to transfer by contract and/or under existing law (e.g. trade secrets, protected or confidential information of which they have obtained knowledge in the context of employment relationships or which fall under a confidentiality agreement); and
 - 10.4.5 do not infringe (directly or indirectly) third-party rights, in particular copyrights, neighbouring rights or related rights, trademark rights, brand rights, patent rights, and utility model or design rights.

- 10.5 When posting the content, the User undertakes (where required) to provide references to authorship, copyright or similar rights truthfully and completely.
- 10.6 If the Lessor advertises the Bicycle in their capacity as an entrepreneur, they are required to provide to the Lessee the information required according to the provisions on distance contracts and contracts in electronic commerce and (where required) information on the statutory right of revocation. They shall review their obligations independently in any case, even when using the Rental Terms.
- 10.7 Users shall indemnify bimbimbikes against all claims asserted against bimbimbikes by third parties as a result of content. Users shall compensate bimbimbikes for any losses incurred by bimbimbikes due to the infringement of third-party rights, including any legal costs. This does not apply in case the User is not responsible for the infringement. Users shall support bimbimbikes in its legal defense.
- 10.8 bimbimbikes is authorized to remove content from the Platform and to delete it in full or in part if it does not comply with the requirements stipulated in 10.2 through 10.5.

§ 11

Bicycle Lock

The Lessor shall provide a lock to the Lessee that complies with a security standard which is reasonable in light of the place where the Bicycle is used.

§ 12

Granting of Rights

- 12.1 By posting or uploading the Advertisements and other contents to the Platform, the User grants bimbimbikes, free of charge, for the statutory term of protection, an irrevocable, non-exclusive, worldwide, unrestricted as to content and sublicensable licence to use – including multiple uses – the content in tangible or intangible form, digitally or analogously, against payment or free of charge, for the purpose of performing the obligations under the User Agreement including uses for marketing purposes.
- 12.2 The granting of rights includes in particular:
- 12.2.1 The right of reproduction and distribution,
- i.e. the right to reproduce and distribute the Advertisements and other content, in whole or in part, digitally or analogously, permanently or temporarily, within the scope of the purpose of the contract - also on carriers other than those originally used;
- 12.2.2 The right to online use,
- i.e. the right to make available the Advertisements and other content in whole or in part, un-processed or processed, using analogue, digital or other storage and

data transmission technology, with or without intermediate storage (e.g. Internet, WAP, GPRS, UMTS) to a limited or unlimited circle of users in such a way that the Advertisements and other content may be displayed, communicated, stored, forwarded and also printed out using stationary or mobile end-devices of all kinds (e.g. PCs, smartphones, tablets, TV devices, Smart TVs, e-readers) irrespective of time and location, in particular within the framework of or while using audiovisual services of any kind, tele- and media services, internet-based distribution platforms, mobile telephony services, intranet, extranet, apps (regardless of operating system), SMS, MMS, subscription services, newsletters, blogs, push and pull services, Twitter services, social networks (with simultaneous authorization to allow third parties to share and recommend the contributions); including the right to interactively use the Advertisements and other content or parts thereof;

12.2.3 The right to archive,

i.e. the right to archive Advertisements and other content in electronic databases together with other content and to make them available to third parties, including for downloading, forwarding and printing; and

12.2.4 The right to self-promotion,

i.e. the right to use the Advertisements and other content in media of all kinds (e.g. print, online, mobile, radio and TV) for purposes of self-promotion of bimbimbikes and its services. This includes the right to produce, duplicate and distribute content representations and other short literary works contained in the Advertisements and in other content as well as in other promotional texts to a reasonable extent. Furthermore, this also includes the right to display, communicate to the public and/or distribute the Advertisements and other content in whole or in part at trade fairs, sales exhibitions, advertising events and/or similar events free of charge or against payment. bimbimbikes is also entitled to transmit the Advertisements and other content for the purpose of advertising for bimbimbikes to contract partners who display the content on the websites operated by them (together with the advertising materials placed there).

12.2.5 The right to edit and modify,

i.e. the right to systematize, summarize, shorten, divide, rearrange, reduce, enlarge, combine with other works, translate or otherwise edit the Advertisements and other content, using analog or digital techniques, while respecting the moral rights of the authors, the owners of neighbouring rights and other related rights as well as those depicted by the Advertisements and other content.

- 12.3 The User also grants bimbibikes an exclusive right, worldwide, unlimited in geographical scope and time, for the types of use unknown at the time of the conclusion of the contract. The user remains entitled to revoke according to § 31a UrhG.
- 12.4 The rights of use granted in accordance with the aforementioned provisions shall remain in force beyond the duration of the contract of use, unless the User terminates the contract of use for good cause. In this case, all rights of use shall revert to the User. Existing uses will not be affected and may therefore be continued.
- 12.5 The User undertakes that he has all the necessary power, authority and rights to grant any relevant rights vesting in the Advertisements and other content as mentioned in § 11, free of all encumbrances and with full title guarantee. The User undertakes that those rights have not been and will not be granted to third parties, neither wholly nor partly. The User shall indemnify and hold harmless bimbibikes against all claims and allegations made by third parties with regard to the use of the Advertisements and other content by the Users, unless the User is not responsible for the claimed or alleged infringement. In this case, the User shall compensate bimbibikes for any loss or damage incurred by bimbibikes as a result of the use, including any costs of legal defense, and support bimbibikes in its legal defense.

§ 13

Contact, Newsletter

- 13.1 bimbibikes shall send the User the information they require to perform the User Agreement to the e-mail address they provided during registration. In particular, this shall be security information, notices of amendments to the terms and conditions of business, and information on new or modified features.
- 13.2 The User shall only receive notifications regarding marketing activities of bimbibikes and its partners (hereinafter "**Newsletter**") if they agreed to receiving the Newsletter. The User may end their subscription to the Newsletter at any time by clicking on the "Unsubscribe from Newsletter" field in the Newsletter. In such case, the User's e-mail address shall be deleted from the Newsletter distribution list and the absence of consent shall be noted in the customer area.

§ 14

Representations and Warranties

- 14.1 bimbibikes does not assume any responsibility for the correctness of the Master Data provided by the User during registration. Users must independently verify the identity of their contractual partners.
- 14.2 bimbibikes does not guarantee that an agreement will be concluded between the Users as a result of using the Platform, neither shall it be liable for the creditworthiness of the contractual partner introduced or for the proper performance of the Rental Agreement arranged.

- 14.3 bimbimbikes shall not be responsible for the Lessor complying with legal provisions, in particular provisions on obligations under tax law, which may also include any obligations under sales tax law and obligations arising in relation to indirect taxes.
- 14.4 bimbimbikes shall not be responsible for the User fulfilling the duties to furnish information applicable in accordance with the rules on distance contracts and contracts in electronic commerce.
- 14.5 The User shall be responsible for safeguarding the Master Data, content and other data stored in the membership account or elsewhere on the Platform on a storage medium that is not accessible to bimbimbikes. bimbimbikes shall not safeguard the data.
- 14.6 bimbimbikes does not assume any responsibility for the functionality of the User's internet access or for other third-party services (e.g. mobile communications services) that are required for use of the services.
- 14.7 bimbimbikes expressly points out that using web services can pose risks. This relates, in particular, to risks caused by the sending of malware, spamming (unsolicited sending of promotional e-mails), password theft, electronic break-ins and manipulation, hacking and other forms of unauthorized disclosure of data from workshops, nuisances and falsifications. bimbimbikes shall make reasonable efforts to minimize such risks. This shall not establish an obligation to assume liability. Use of the Platform shall thus be at the User's own risk.
- 14.8 Maintenance work, subsequent additions or upgrades, faults or bugs and other causes or circumstances may lead to interruptions or faults in the operation of the Platform. bimbimbikes shall remove technical faults without delay as far as is technically possible.
- 14.9 In all other respects, the statutory warranty law shall apply.

§ 15

Reviews and Ratings

- 15.1 Users may leave a public review ("**Review**") within 30 days after completion of a booking at the end of the period of use and rate each other by means of a star rating ("**Rating**"). The User will provide truthful information in the reviews and evaluations and will only include such circumstances that are connected with the execution of the rental agreement. It is forbidden for the user to give reviews and evaluations about himself or to arrange having reviews or evaluations about third parties.
- 15.2 bimbimbikes shall not be responsible for the reviews and ratings. bimbimbikes shall not examine the reviews and ratings before they are posted. bimbimbikes is nevertheless authorized to add comments to the ratings for clarification purposes and to remove and delete them from the ratings profile in full or in part if it comes to bimbimbikes's notice that the ratings

15.2.1 breach the specifications contained in 15.1;

- 15.2.2 injure the moral rights of third parties;
- 15.2.3 cause offense or harassment or are immoral or sexually explicit;
- 15.2.4 contain personal information regarding the other User, such as their name, address, telephone number or e-mail address;
- 15.2.5 contain prohibited links or scripts;
- 15.2.6 were inadvertently attributed to the wrong User;
- 15.2.7 must be removed due to an enforceable court decision against the party who gave the rating; or
- 15.2.8 originate from a User whose membership account was blocked within 90 days of their registration with bimbimbikes. This shall not apply to membership accounts that have, for example, been blocked as a result of non-payment of the bimbimbikes fee (see § 16 below) or in situations in which the User was granted the opportunity to resolve the problem and the block on the membership account will be lifted again.

§ 16

Service Fee, Commission, Handling of Payments

- 16.1 If a contract is concluded between Lessor and Lessee as a result of use of the platform, bimbimbikes receives a commission (hereinafter referred to as "**Commission**") from Lessor and bimbimbikes charges a flat fee plus the statutory value added tax (hereinafter referred to as "**Service Fee**").
- 16.2 The amount of the commission follows from the presentation of the offer on the platform. It is calculated on the basis of the rent. The service fee owed by the Lessee shall not be taken into account in the calculation. Information on the amount of the service fee and how it is calculated may be found in the information on the platform under "Contact & Help". The Commission or Service Fee is displayed to the landlord or tenant before the publication of a bicycle or before the booking request.
- 16.3 Commission and Service Fees are to be paid as follows:
 - 16.3.1 The Lessee shall pay in advance the rental fee owed under the rental agreement plus the Service Fee owed to bimbimbikes using the means of payment accepted by bimbimbikes.
 - 16.3.2 The Lessor authorises bimbimbikes to collect the rent owed in his name and to keep it in a trust account (hereinafter referred to as the "**Trust Account**") which has been set up for this purpose.

16.3.3 bimbimbikes will pay the rental price less the Commission and value added tax owed by the Lessor to the Lessor within 7 days upon the end of the the end of the Period of Use. To receive a payment, the Lessor must have a valid payout method in his bimbimbikes account.

16.3.4 This is not the case if the Lessee has instructed bimbimbikes to retain the rental price because the Bicycle was not handed over to him in accordance with the contract (hereinafter "**Instructions**"). The instruction must be given in text form with reasons. If the User has given bimbimbikes the instructions, the rental charge will only be paid out when the Lessee requests bimbimbikes to do so in writing or the Lessor proves by presenting a legally binding title that the Lessee is obliged to pay the rental charge.

16.4 bimbimbikes is entitled to change the Commission or Service Fee at any time. This does not apply to rental contracts already concluded. The User will be notified of changes to the Commission or Sercive fee well before they come into effect.

16.5 The User may only offset bimbimbikes's claim for payment of the Service Fee against claims that are not contested by bimbimbikes or claims against bimbimbikes that have been determined by final judicial decision. This does not apply if the user's claim has arisen from a claim in kind entitling him to refuse performance. The User may only exercise a right of retention insofar as their counterclaim relates to the same contractual relationship.

§ 17

Safety Deposit

17.1 The Lessor may only require the Lessee to pay a safety deposit if they have already stated so in the Advertisement while specifying the amount of the safety deposit, the accepted means of payment, and the time by which the safety deposit is to be furnished.

17.2 bimbimbikes shall not be responsible for managing the safety deposit, neither shall it be liable for ensuring that the Lessee pays the safety deposit as agreed.

17.3 If the Advertisement does not contain the information required under 17.1 and the Lessor nevertheless requests a safety deposit, this shall be deemed a refusal to perform its duties under the Rental Agreement. In such case, bimbimbikes shall reserve the right to cancel the booking and to impose a cancellation fee on the Lessor.

§ 18

Cancellation of the Rental Agreement

18.1 In addition to the statutory rights of revocation, withdrawal and termination, the Lessee may cancel the Rental Agreement on the following terms (hereinafter "**Cancellation Terms**").

18.2 Cancellations in the sense of these cancellation conditions are withdrawals from the concluded rental contract before the start of the Period of Use.

- 18.3 The Lessee may cancel the rental agreement under the following conditions:
- 18.3.1 A change or cancellation of the rental agreement is not possible if
 - a) the duration of the agreed period of use is 24 hours or less, irrespective of whether use should only take place on one calendar day (e.g. 9 a.m. to 6 p.m.) or spread over two calendar days (e.g. 5 p.m. to 12 noon of the following day); or
 - b) the cancellation is made less than 24 hours before the start of the period of use.
 - 18.3.2 If the Lessee does not make use of the rent or terminates it ahead of the actual end, this is not a cancellation. In this case, there is also no claim for reimbursement of the rent.
 - 18.3.3 If the Lessee cancels a booking five full days before the start of the period of use (e.g. start of the period of use 31 August, 11 a.m., cancellation until 26 August, 11 a.m.), the entire rental charge will be refunded.
 - 18.3.4 For cancellations made less than five full days before the start date of the booking, but at least one day before the start date of the period of use, the Lessee will be reimbursed 50% of the rental fee.
 - 18.3.5 The Service Fee will not be reimbursed in case of cancellations.
- 18.4 In case of cancellation by the Lessor (e.g. because the Bicycle is no longer available), the Lessee shall receive full compensation for the rental charge as well as the Service Fee.
- 18.5 Cancellation must be made in writing (e-mail is sufficient). It is not sufficient to do a cancellation via the chat messaging system provided by bimbimbikes on the platform.
- 18.6 If the Lessor is an entrepreneur and the Lessee a consumer, the Cancellation Terms under 17.2 and 17.3 shall only apply to cancellations made by the Lessee after their right of revocation has expired.

§ 19

Limitation of Liability

- 19.1 bimbimbikes shall bear unlimited liability for damage insofar as the cause of such damage is attributable to intentional or grossly negligent breach of duty on the part of bimbimbikes, a legal representative or a vicarious agent. bimbimbikes shall only be liable for negligent conduct in the event of breach of a duty whose fulfillment is fundamental for performance of the agreement and upon compliance with which the contractual partner may ordinarily rely (cardinal duty), provided that bimbimbikes would typically have had to expect the damage caused based on the circumstances known at the time of concluding the

agreement. The liability of bimbimbikes—including for vicarious agents—is otherwise precluded.

- 19.2 The exclusions and limitations of liability specified under 19.1 shall not apply in the event of death, damage to health or physical injury, to a defect after assumption of a guaranty for the condition of the product or to fraudulently concealed defects. Liability under the German Product Liability Act (ProdHaftG – Produkthaftungs-gesetz) shall remain unaffected.
- 19.3 Any statutory liability privileges from which bimbimbikes benefits, e.g. under Sections 7–10 of the German Telemedia Act (TMG – Telemediengesetz), shall remain unaffected.

§ 20

Force Majeure

- 20.1 bimbimbikes shall be released from its obligation to perform if events or circumstances beyond the influence of bimbimbikes (force majeure) render operation of the Platform impossible.
- 20.2 Cases of force majeure shall include, in particular, the interruption or failure of the internet or other networks, telecommunications connections, power supply, infrastructures, providers or suppliers.

§ 21

Data Protection

bimbimbikes shall collect and store the data necessary for business purposes. bimbimbikes shall comply with statutory provisions when processing personal data. Our Privacy Policy, available at <https://www.bimbimbikes.com/privacy> applies.

§ 22

Online dispute resolution and consumer arbitration body

The European Commission offers an online dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/>. bimbimbikes is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration bodies.

§ 23

Applicable Law

The Terms of Use and contractual relationship between bimbimbikes and the Users shall be governed by the law of the Federal Republic of Germany. Application of German-international private law and of the UN Convention on Contracts for the International Sale of Goods is precluded. The choice of law shall not lead to withdrawal of the protection granted to a User who is a consumer in accordance with the mandatory consumer protection provisions of the law applicable in their usual place of residence. Equally, the choice of law shall not mean that the consumer must assert their right before a foreign court.

§ 24
Miscellaneous

- 24.1 Oral agreements have not been concluded between the parties.
- 24.2 Should individual provisions of the Terms of Use be invalid, this shall not affect the validity of the other provisions of the Terms of Use.
- 24.3 If the User is a merchant, a legal entity under public law or special fund under public law, the agreed place of jurisdiction for any and all disputes arising between the parties shall be Berlin. In the event that the dispute falls within the subject matter jurisdiction of the local courts, the Local Court of Berlin-Mitte (Amtsgericht Berlin-Mitte) shall have jurisdiction.
- 24.4 bimbimbikes is entitled to transfer the rights and duties under the agreement with Users to another entity in full or in part. Should such a transfer take place, Users shall receive notification thereof stating a time limit for deleting their profile in the event that they do not agree to the transfer.

§ 25
Provider Identification

LR Mobility GmbH

Represented by its Managing Directors:

Johannes Stuhler, Gert-Jan van Wijk

Nymphenburgerstraße 86, 80636 Munich, Germany

Commercial register number HRB 257553

Local Court of Munich

E-mail: contact@bimbimbikes.com

II. General Terms and Conditions of Rental

§ 1

Scope of Application

- 1.1 The Lessor shall impose the following Rental Terms on the Lessee in the event that the Lessee and the Lessor conclude a Rental Agreement arranged by bimbimbikes via the Platform.
- 1.2 The agreements made between the Lessor and the Lessee shall be based exclusively on the present Rental Terms and Confirmation of Rental Agreement pursuant to Section II 2.2.4. General terms and conditions of business of the Lessee shall not apply, even if the Lessor does not expressly contest their inclusion.
- 1.3 Some provisions of the Rental Terms shall only apply to the Lessee if they are a consumer within the meaning of Section 13 of the German Civil Code (*BGB – Bürgerliches Gesetzbuch*) or an entrepreneur within the meaning of Section 14 BGB.
 - 1.3.1 A consumer is a Lessee who is using the services of bimbimbikes for a purpose that cannot be attributed predominantly to either their trade or their independent professional activities
 - 1.3.2 An entrepreneur is a Lessee who, when entering into a legal transaction, is acting in exercise of their trade or independent professional activities.
- 1.4 The language of the agreement shall be German.
- 1.5 The Rental Terms will be displayed as a PDF file and may be saved. Lessees are also entitled to a printout.

§ 2

Scope of the Agreement, Conclusion of the Agreement

- 2.1 This agreement shall govern the renting out of Bicycles. The type and condition of the Bicycle shall be stated in the Advertisement.
- 2.2 The Rental Agreement shall be concluded exclusively via the Platform.
 - 2.2.1 Following registration on the Website, the Lessor shall obtain a personal User Account with which they can offer Bicycles for rental. Their Advertisements shall be made publicly accessible on the Website.
 - 2.2.2 The Lessee may inquire about his binding interest in the advertised Bicycle during the desired Use Period. By clicking on the button "Book, the User makes a binding offer to conclude a rental agreement. The details of his booking will be displayed to the Lessee before booking in an overview

(selected Bicycle, payment data, costs, etc.). If necessary, the prospective Lessee may change the inquiry at this point.

2.2.3 If the Lessor confirms the Booking Inquiry, a Rental Agreement shall be concluded.

2.2.4 Once the booking is concluded, the Lessee and the Lessor shall receive an e-mail confirming conclusion of the Rental Agreement (hereinafter “**Confirmation of Rental Agreement**”). The Lessor will not store the Confirmation of Rental Agreement and the Lessee may no longer view or retrieve it on the Website.

§ 3

Beginning and Term of the Agreement, Termination

- 3.1 The Rental Agreement is concluded for a fixed period. Its term shall begin when the Bicycle is handed over to the Lessee. The time and location of the handover shall be stated in the Advertisement or in the agreement between the Lessee and the Lessor. The term shall be selected by the Lessee as part of the Booking Inquiry.
- 3.2 Both parties declare their agreement with the Cancellation Terms of bimbibikes pursuant to § 17 of the Terms of Use.
- 3.3 Both parties have the right to terminate the Rental Agreement for good cause. In particular, the Lessor shall be deemed to have good cause if:
- the Lessee surrenders the Bicycle to third parties without authorization; or
 - the Bicycle is at considerable risk due to lack of care or improper or unlawful use.

In the event of a valid termination for good cause, the Lessee is required to surrender the Bicycle together with its accessories to the Lessor immediately. Any payments made in advance shall not be reimbursed, irrespective of when the Lessee returns the Bicycle.

§ 4

Rental Price, Terms of Payment

- 4.1 The Lessee shall pay the Lessor a Rental Price for use of the Bicycle. The amount of the Rental Price shall be stated in the Advertisement. All Rental Prices shall be stated as gross prices. These shall be subject to a Service Fee containing statutory sales tax. The Service fees (including taxes) will displayed to the Lessee before the booking enquiry.
- 4.2 bimbibikes shall collect the Rental Price in accordance with the User Agreement concluded with bimbibikes and pay it out to the Lessor. The details shall be governed by § 15 of the Terms of Use.

- 4.3 The Lessee may only exercise a right of retention in respect of the Lessor insofar as its counterclaim relates to the same contractual relationship.

§ 5

Safety Deposit

- 5.1 The Lessor may require the Lessee to pay a safety deposit. The amount of the safety deposit, the accepted means of payment, and the time by which the safety deposit is to be furnished shall be stated in the Advertisement.
- 5.2 The safety deposit shall be repaid following return of the Bicycle using the means of payment selected by the Lessee.

§ 6

Duties of the Lessee

- 6.1 The Lessee may not surrender the Bicycle to a third party, nor rent it out further, lease it, sell it, or subject it to a lien.
- 6.2 The Lessee undertakes to use the Bicycle with care and for the purpose for which it is intended and to refrain from any actions that could cause damage to the Bicycle.
- 6.3 The Lessee shall secure the Bicycle against theft. They shall use the bicycle lock provided by the Lessor for this purpose. Cycles should always be locked by the frame to a fixed object, such as a bicycle stand or lamppost.
- 6.4 The Lessee shall be solely liable for any damage arising as a result of non-compliance with statutory provisions or improper use of the Bicycle, unless there was comparative negligence on the part of the Lessor.
- 6.5 The Lessee shall inform the Lessor immediately if the Bicycle is found to contain a defect or is damaged, lost or stolen during the Rental Agreement, and, in the event of theft, to assist the Lessor in making a report to the police, in particular to provide the necessary information. The Lessee may also report the theft to the police himself. In this case, the Lessor will provide him with all the necessary information. The Lessee is not authorized to remove the defect through repair or otherwise to change the Bicycle without the prior approval of the Lessor.

§ 7

Return of the Rented Item

- 7.1 At the end of the Rental Agreement the Lessee is required to return the Bicycle together with its accessories to the Lessor in the condition in which they received it. The time and location of the return shall be stated in the Advertisement or agreed between the Lessor and the Lessee.

- 7.2 If the Lessee breaches a duty imposed on them under 7.1 by not returning the Bicycle or returning it at a time or location other than that stated in the Advertisement, the Lessor may demand compensation from the Lessee in accordance with statutory provisions for the loss they incur.
- 7.3 § 545 BGB shall not apply.

§ 8 Warranty

The statutory warranty right shall apply.

§ 9 Limitation of Liability

- 9.1 The Lessor shall bear unlimited liability for damage insofar as the cause of such damage is attributable to an intentional or grossly negligent breach of duty on the part of the Lessor, a legal representative or a vicarious agent. The Lessor shall only be liable for negligent conduct in the case of breach of a duty whose fulfillment is fundamental for performance of the agreement and upon compliance with which the contractual partner may ordinarily rely (cardinal duty), provided that the Lessor would typically have had to expect the damage caused based on the circumstances known at the time of concluding the agreement. The liability of the Lessor—including for vicarious agents—is otherwise precluded.
- 9.2 The exclusions and limitations of liability specified under 9.1 shall not apply in the event of death, damage to health or physical injury, to a defect after assumption of a guaranty for the condition of the product or to fraudulently concealed defects. Liability in accordance with the German Product Liability Act (ProdHaftG – Produkthaftungsgesetz) shall remain unaffected.
- 9.3 Any statutory liability privileges from which the Lessor benefits, e.g. under Sections 7–10 of the German Telemedia Act (TMG – Telemediengesetz), shall remain unaffected.

§ 10 Exemption from Liability

The Lessee shall indemnify the Lessor against all claims asserted against the Lessor by third parties as a result of improper and unlawful use of the Rented Item. It shall compensate the Lessor for all losses incurred by the Lessor due to improper and unlawful use, including any legal costs. This does not apply in case the Lessee is not responsible for such improper and unlawful use. The Lessee shall support the Lessor in its legal defense.

§ 11 Miscellaneous

- 11.1 The Rental Terms and contractual relationship between the Lessor and the Lessee shall be governed by the law of the Federal Republic of Germany. Application of German-

international private law and of the UN Convention on Contracts for the International Sale of Goods is precluded. The choice of law shall not lead to withdrawal of the protection granted to a consumer in accordance with the mandatory consumer protection provisions of the law applicable in their usual place of residence. Equally, the choice of law shall not mean that the consumer must assert their right before a foreign court.

- 11.2 Oral agreements have not been concluded between the parties.
- 11.3 Should individual provisions of the Rental Terms be invalid, this shall not affect the validity of the other provisions of the Rental Terms.

III. Amendments to the General Terms and Conditions of Business

bimbibikes is entitled to make amendments to the General Terms and Conditions of Business (hereinafter "**Amendments**") at any time, provided that they do not cover material provisions of the contractual relationship (in particular type and scope, term, termination). The User shall be notified of the amended provisions in text form at least six weeks prior to them coming into effect. The Amendments shall be deemed approved if the User does not contest them within six weeks of receiving the notification. Notification of the Amendments shall explicitly draw the User's attention to such time limit. If the User exercises their right to object, the Amendments shall not become part of the agreement and the agreement shall continue unamended. This shall not affect the right of termination.