

GENERAL TERMS OF USE OF KRK-BIKE DEEP-SEA SERVICES

These General Terms and Conditions set out the main terms and conditions that apply and govern the use of DEEP SEA services

1. Definitions

1. KRK-BIKE DEEP-SEA service is a public rental system in the area of the City of Krk and the island of Krk.
2. The manager of the service is Ponikve eko otok Krk d.o.o., Vršanska 14, 51500 Krk, OIB: 04155352667, in Go2Bike app under the name of manager; THE ISLAND OF KRK.
3. The User is an adult natural person who acquires the right to use Go2Bike services based on the QR code and who is personally responsible for using the rental from the moment the vehicle ie bike, tricycle or scooter is picked up from the station stand until the vehicle is returned correctly registered by the system;
4. The public bicycle rental station consists of a bicycle stand and an integrated pylon with a touch-sensitive LCD monitor, used to view general information about the system.
6. The pedestal is a parking place for DEEP-SEA public bicycles.
7. The system administrator is Go2bike d.o.o., Sponzina 72, 52100 Pula, OIB: 9919196002.
8. The commission is made of persons appointed by the system manager to determine the damage caused to the bicycle that occurs during its use, negligence of the bicycle user or in case of theft of the bicycle.

2. User registration

The User can registers for use with the system directly with his Operator via the QR code displayed on the Operator stations and their vehicles. The User agrees to these General Conditions of the Go2Bike service, special Conditions prescribed by the Operator and their protocol., OR the user can register directly on DEEP SEA station location.

3. FREE OF CHARGE KRK-BIKE USAGE

The system can be used free of charge during the working hours of the Administrative Building, by direct inquiry and registration request. By filling out the registration form, the User enters into a contract with the DEEP-SEA vehicle manager for the use of the system and receives an RFID card. Free use with registration of this type is provided by the manager of Ponikve eco island Krk. After the correct return of the bicycle, the use of the bicycle is finished and the deposited document is returned to the user.

4. LIMITATIONS ON THE RIGHT TO USE THE KRK-BIKE SYSTEM

The user may use the same e-bike free of charge for a maximum of 3 hours after picking it up, after which he must return it to the DEEP-SEA station, otherwise it is considered that it has been stolen. The number of pick-ups per day is not limited. If the user does not return the bike even after the expiration of the 24-hour period, from the moment of registration on KRK-BIKE DEEP- SEA to the starting station and does not act in accordance with the General Conditions, it will be considered that it is an unauthorized appropriation of property. The user has the right to rent a maximum of 1 bicycle per user account.

5. Duties and responsibilities of User

The User's responsibility for the vehicle starts from the moment the vehicle is picked up from the Operator's docking and lasts until the moment the vehicle is returned correctly, thus the return is registered in the Go2Bike application system.

The User uses the rented vehicle at his own risk.

The User assumes full responsibility for damage to the rented vehicle and with the vehicle it caused. This also applies to damages to third parties as well as to theft (theft) at the time the vehicle is rented.

In the event that after returning the vehicle by checking the computer system and the actual condition of the vehicle before the damage that could undoubtedly be caused only by the User who last returned the vehicle, the Manager will notify the User in writing to the address specified when acquiring the right to use via Go2Bike QR code on the amount of damage and request compensation within a certain period, with a warning of forced collection. The User is not liable for damages for which he is not informed by the Manager in the manner described. This does not apply to damages caused by gross negligence or theft. Gross negligence of the User is the behavior of the User that is contrary to these General Terms and Conditions, negligent attitude towards the vehicle, intentional damage to the Operator vehicle, damage to the vehicle caused by extreme negligence of the User, and failure to properly lock the bike on Operator docking, and close rent in the right way prescribed by the Operator. The User is also responsible for any additional damage and costs that may arise in the event that he does not cooperate with the Manager in determining the damage and/or search for the perpetrator of vehicle theft or damage to Operator vehicles, and is obliged to inform the Operator as soon as possible by e-mail servis@go2bike.hr or through the available interface in the Go2Bike application. **In case of vehicle theft, the User is obliged to inform the nearest Police Station on telephone number 112 .**

6. TERMS OF USE OF THE BICYCLE

In terms of these General Conditions, the e-bike can be used within the administrative boundaries of the island of Krk.

The User is personally responsible for renting a vehicle, complying with traffic rules and complying with all other legal obligations.

The User is obliged to use the rented vehicle in all respects according to the provisions of the Road Traffic Safety Act ("Narodne Novine" number 67/08, 48/10, 74/11, 80/13, 158/13, 92/14, 64/15, 108/17 i 70/19, the law is available on the pages of the Official Gazette Republic of Croatia and on the website www.go2bike.hr). The user is advised to use a safety helmet.

The User must ride the rented vehicles with both hands, which must be on the handlebars when riding. The basket on the e-bike is used to transport things up to a maximum of five kilograms. When placing things in the basket, care must be taken not to overload the basket and that things are well secured so that they do not fall out while driving.

The user is not allowed to make any modifications or changes to the e-bike.

The user is prohibited from subletting the bicycle. The user is personally responsible for the rented bicycle.

Before using the vehicle, the User is obliged to check whether the vehicle is in good condition, whether it is in drive and safe condition (correct pedals and chain, correct steering wheel, tires, brakes, lights and everything else that could affect driving safety).. Any malfunction of the rented e-bike that is noticed during use by the user must be reported without delay to the phone number: +385 (0)51 654 600 or to the email: ponikve@ponikve.hr, or through the user interface of the go2bike web application.

The user is obliged to return the e-bike in the condition in which it was taken over, and will bear all possible costs that arise due to the fact that he did not act in accordance with these general conditions (washing bicycles, etc.)

The e-bike is not allowed to be used in the following cases:

- a. for the transport of other persons (for safety reasons, especially children),
- b. for transport outside the administrative borders of the island of Krk
- c. for transporting flammable substances, explosives, toxic or dangerous material,
- d. to participate in bicycle races or events where bicycles are tested (except in the case when it has the approval of the Manager),
- e. during strong wind or bad weather,
- f. under the influence of alcohol or narcotics

The user's responsibility for the e-bike starts from the moment of picking up the bike from the stand of the KRK-BIKE station and lasts until the moment of the correct return of the bike, whereby the return is registered in the system.

Note: Check the mark on the stand that shows whether the e-bike is properly locked (red mark – not properly locked, green mark – correctly locked and only then is the e-bike properly unlocked).

The user uses the e-bike at his own risk.

The user assumes full responsibility for damages caused to the e-bike and with the e-bike. This also applies to damages against third parties as well as for alienation (theft) at the time the e-bike is rented.

In the event that after returning the bicycle, by checking the computer system and the actual condition of the bicycle, damage is observed that could undoubtedly have been caused only by the user who returned the e-bike last in order, the Manager will notify that user in writing to the address he provided when acquiring the right to using a QR code about the amount of damage committed and requesting compensation for damage within a certain period, with a warning about forced collection.

The User is not responsible for damages for which he was not informed by the Administrator in the manner described. The above does not apply to damages caused by gross negligence or theft. Gross carelessness of the user is the behavior of the user that is contrary to these General Terms and Conditions, negligent attitude towards the bicycle, intentional damage to the bicycle, damage to the bicycle caused by extreme carelessness of the user, and failure to lock the bicycle which led to its theft.

The user is also responsible for all additional damage and costs that may arise in the event that he does not cooperate with the Manager when determining the damage and/or searching for the perpetrator of bike theft or damage to the bike.

In the event of damage to the bicycle, the user is obliged to inform the manager as soon as possible on the phone number: +385 (0)51 654 666 or by e-mail; ponikve@ponikve.hr.

In case of bicycle theft, the user is obliged to notify the Krk Police Station as soon as possible at tel. +385 (0)51 439 210; +385 (0)51 439 239 or 192.

7. DUTIES AND RESPONSIBILITIES OF THE MANAGER

The system manager guarantees that all bicycles made available for use are in good condition, but does not exclude the possibility of malfunctions arising from regular use or user silence.

The system administrator is not responsible for injuries to users or third parties caused by the use of bicycles. The system manager is not responsible for personal belongings that the user transports on the bicycle. The system manager is not responsible for damages that the user suffers if he does not use the bicycle in the prescribed manner described in these General Terms and Conditions and for unauthorized use of the bicycle.

8. NOTIFICATION IN THE EVENT OF AN ACCIDENT

In the event of a traffic accident, the user is obliged to immediately report the accident to the System Manager at: phone number .: +385 (0)51 654 666, e-mail: ; ponikve@ponikve.hr and Krk Police Station at phone number +385 (0)51 439 210; +385 (0)51 439 239 or 192 or 112. If the user does not report the accident, he will be responsible to the System Manager for all damage to the bicycle caused by the accident in question.

9. END OF USE AND BIKE RETURN

The moment when the user has correctly returned the bike to the initial KRK-BIKE DEEP-SEA station is considered the end of the use of the bicycle rental. When returning the bicycle, it must be locked in such a way that it can be properly placed in the appropriate stand of the KRK-BIKE station, in case there are no free stands, the bicycle must be locked within 10 meters of the station and the rental closed by returning the card to the pick-up point.

Note: Check the mark on the stand that the bike is properly locked (locked padlock sign).

If the user does not return the bicycle even after the expiration of 24 hours from the moment of collection and does not act in accordance with these General Conditions, it will be considered that the bicycle is stolen. The system manager will immediately make a report to the Krk Police Station.

10. PROTECTION OF PERSONAL DATA

The manager of data processing is the System Operator Ponikve eko island Krk. When registering, the user accepts consent to the use of personal data. The system operator guarantees the confidentiality of data that the user has made available to him in any way, which means: name and surname, ID number, address, email and mobile phone number. The System Operator will not make the above data available to anyone, except by order of the court, the state attorney's office, law enforcement authorities or in the performance of other legal obligations. The system operator is responsible for preventing unauthorized use of user data by third parties. User data, which the System Operator provided when establishing a contractual relationship on bicycle rental based on these General Terms and Conditions, may be used exclusively for the purpose specified in these General Terms and Conditions and for the duration of the contractual relationship between the Operator and the user, otherwise the System Operator is liable to the user for unauthorized use personal data, unless consent has been obtained from the user for the storage of data while there is a purpose for it. The User has the right to request from the Operator access to personal data, correction or deletion of personal data or restriction of processing, as well as the right to object to the processing of such data. In the event that the user determines that a right guaranteed by the General Data Protection Regulation has been violated, he can submit a complaint to the Personal Data Protection Agency, or a request to establish a violation of the right.

The System Operator may use the collected data about the user exclusively for the needs of the public bicycle system governed by these General Terms and Conditions and the General Regulation on Data Protection. The start of using the bicycle is the moment when the user takes it over, that is, when it is unlocked for him at the station.

11. OTHER PROVISIONS

For all possible disputes in the use of the KRK-BIKE system, the Municipal Court of Crikvenica permanent service Krk is responsible. For everything that is not determined by these General terms of use, the Law on Obligations applies.

12. PUBLICATION OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions will be available at the headquarters of the System Administrator, at the address Ponikve eko otok Krk d.o.o., Vršanska 14, 51500 Krk, Croatia, and in digital form on the website www.ponikve.hr If you need information about the KRK-BIKE system, it is available via e-mail: ponikve@ponikve.hr, and phone +385 (0)51 654 666.

Krk, July 2022

