

**GENERAL TERMS AND CONDITIONS
OF ACCESS AND USE OF THE CITY BIKE SHARING SYSTEM
»Soboški biciklin«**

1. PRELIMINARY PROVISIONS

- 1.1. These terms and conditions regulate the conditions of subscription, rights and obligations of the holder, operator and user of the city bike sharing system "Soboški biciklin".
- 1.2. The terms used in these General Terms and Conditions shall have the following meanings:
- "Soboški biciklin" is the automated city bike sharing system;
 - Docking stations – bike racks are locations, where city bikes can be rented;
 - Holder/owner of the "Soboški biciklin" system is the Urban Municipality of Murska Sobota (hereinafter also "UMMS", the system holder);
 - Operator of the "Soboški biciklin" system is AMZS Avto moto društvo Štefan Kovač Murska Sobota, Noršinska ulica 2, 9000 Murska Sobota;
 - You can log in and register only online by visiting www.soboskibiciklin.si. If you need any additional information regarding login and registration to the "Soboški biciklin" system, you can turn to the Tourist Information Center, Slovenska ulica 41, 9000 Murska Sobota, organized within the Institute for Culture, Tourism and Sport Murska Sobota (hereinafter also "TIC");
 - A user is a subscriber or a person using the "Soboški biciklin" system services;
 - Contract is the legal document on subscription to the "Soboški biciklin" system services, concluded by the user and the system operator when a user registers to the system.

2. SUBJECT OF THE BIKE SHARING SYSTEM SERVICE

- 2.1. The city bike sharing service "Soboški biciklin" is a service of the Urban Municipality of Murska Sobota, in cooperation with the company BTC d.d., Poslovna enota Ljubljana, BTC City Murska Sobota, the purpose of which is to enable residents and visitors to use bicycles in a public self-service manner.
- 2.2. The trial bike sharing system launched on 15 March 2019 with twenty-five (25) city bikes on five docks – bike racks in the area of the Urban Municipality of Murska Sobota, equipped with locks and an LCD screen. The trial system lasts two months, after which the system will operate full scale.

3. DEFINITION OF THE SYSTEM

- 3.1. The bike sharing system includes twenty-five (25) city bikes, equipped with locks, five (5) docking stations – bike racks, equipped with locks and an LCD screen, where bike users can park the bikes.
- 3.2. „Soboški biciklin" docking stations are located:
- In the city center, on the Victory Square (Trg zmage) in Murska Sobota (near the post office), with five (5) city bikes and eight (8) locks;
 - At the shopping center BTC Nemčavci 1d, Murska Sobota, with five (5) city bikes and eight (8) locks,
 - At the Expansio pavilion, Bakovska ulica, with five (5) city bikes and ten (10) locks;

- at the Rakičan Castle, Lendavska ulica 28, Rakičan, with five (5) city bikes and ten (10) locks;
- in Krog, near the sports and recreational park, with five (5) city bikes and ten (10) locks.

3.3. The “Soboški biciklin” system delivers a self-service public access to bikes, which allows system users to rent bikes at docking stations and use them in accordance with these General Terms and Conditions. Locks and bikes are numbered.

3.4. Docking station – bike rack includes:

- self-service terminal with LCD screen;
- urban equipment: racks, frame, boards, roof, etc.,
- locks.

4. SYSTEM REGISTRATION

4.1. You can register to the system on the website www.soboskibiciklin.si. A user is required to register online and pay for the service using e-payment. In this case the payment also serves as a certificate of user’s identification and is used to prevent abuse. The users who carry out e-registration receive the information regarding registration to their e-mail address. After successfully registering to the system, users will receive a user name and password to their e-mail address to be able to rent the bikes.

4.2. The self-service terminal with an LCD screen is activated by user name and password. This allows a user to rent a bike and receive information about the availability of other bikes.

4.3. “Soboški biciklin“ service users may be all natural persons aged 14 or more.

5. SERVICE AVAILABILITY

5.1. The operator maintains the system by ensuring its availability 24/7, throughout the period of its use. Any exceptions are attributed to force majeure. The operator shall not be liable for any current occupancy or unavailability of bikes on individual docking stations.

5.2. A system user shall be obliged to return the bike by 9 p.m. and, if there are no free racks available at the dock, the user must make sure the bike is stored safely overnight and return it the following day after 7 a.m. or take the bike to the next dock with an available rack.

5.3. After registering a user can use the „Soboški biciklin“ system all days a week, by taking into account the time restriction of 840 minutes or 14 hours (hereinafter also “time availability”) in the period of 7 days from the opening of the account. A user may either use the amount of time available at one go or distribute it to their liking.

5.4. If a user uses the total time available in the current week, he or she shall not be entitled to use the service until the next week, when the use of the “Soboški biciklin” service will be automatically reactivated.

5.5. If the same user is in breach of the general terms and conditions multiple times, the operator shall be entitled to disable his or her access to the “Soboški biciklin” system permanently or for a specific period.

6. PRICES AND METHOD OF PAYMENT

6.1. Costs of use of the “Soboški biciklin” system service, together with the registration, amount to €15.00 (fifteen Euros and zero cents), VAT included, and shall be valid for a period of 1 (one) year.

6.2. The cost of daily use of the “Soboški biciklin” service, together with the registration, amounts to €5.00 (five Euros and zero cents), VAT included.

6.3. Any subsequent price amendments shall apply as of their publication.

6.4. Registration and package can be paid only in case of e-registration using e-payment, which is enabled by e-registration.

7. OBLIGATIONS OF THE USER

7.1. The user shall be obliged to use the “Soboški biciklin” system with due attentiveness, diligence and prudential treatment, in accordance with the conditions hereunder. Throughout the period of lease, the user shall keep the bike under surveillance.

7.2. The user shall be obliged to handle the bike so as to minimize any chance of damage, destruction or disappearance.

7.3. If any major damages are found on the bike that disable its subsequent use or if a bike gets stolen, the user shall be obliged to reimburse the bike owner (system holder) for the amount equivalent to the value of the bike.

7.4. If minor damages keep repeating during the use of a bike by the same user in a short period of time, the user shall be warned thereof. If after the warning the damages persist, each damage shall be charged to the user according to the valid price list of the authorized repairer.

7.5. If the user intentionally or out of huge negligence damages other system elements (LCD screen, user card reader, other urban equipment at the dock), the user shall cover the costs of repair according to the valid price list of the authorized repairer or the total damage caused.

7.6. The user shall be obliged to return the bike within the time available for the current week by 9 p.m. or act in accordance with 5.2. hereunder. If determined that a bike has been used in contrast to the general terms and conditions, the user shall be obliged to return the bike immediately after being called by the operator to do so.

8. RESTRICTION OF THE USE OF SERVICES

8.1. The user shall be entitled and obliged to use the bike and the whole system appropriately and in accordance with the general terms and conditions. Appropriate use shall not include: