

# Terms and conditions for the Föli bicycle-sharing system (June 1st, 2020)

## 1. General Regulation

The terms and conditions specify the principles of using the bicycle-sharing system (service) provided by the Turku region public transport, Föli (Föli). The service operator is Nextbike Polska (service operator). The terms and conditions apply to the entire content of the service.

The city bikes (bike), which are available for joint use, may be rented by users at the bike rental stations located in various parts of the city. City bikes may be used solely on bike routes and in areas designated for cycling in accordance with current traffic regulations. When using the service, the user must exercise caution and care and take the prevailing circumstances into account. In addition, the user's actions must not endanger third parties.

In order to use the service, the person who uses it (user) must accept the terms and conditions that apply. By accepting the terms and conditions, the user confirms being familiar with the terms and conditions, accepts the terms specified in this agreement and commits to following them. The right to use the service may be withdrawn in a manner specified in the terms and conditions.

The minimum age of a user is not specified in the terms and conditions. Users under the age of 13 years need a guardian's consent to use the service. The user or their guardian is obliged to ensure that the service will be used in a safe way, e.g. through making sure that the bike is of adequate size for the user and that the user is familiar with the traffic rules. The user himself is responsible for the use of a bicycle helmet. Föli recommends the use of a bicycle helmet during each bike ride.

The main user, i.e. the user who owns the profile, can access the sub-users' city bike data and other service-related information. The main user is responsible for ensuring that the terms and conditions have been read and accepted by the sub-users.

## 2. Registration, personal data and using the service

In order to use the service, the user is required to register online at the address <https://www.foli.fi/en/citybikes> and pay the service fee. Other methods of using the bikes may be added at a later stage. In order to use the service, a valid payment card must be included in the profile. The user must make sure that the payment card is available throughout the customer ship in case of any additional charges that may arise from using the service.

When registering as a user, person is required to give the necessary data in order to use the service. Föli is entitled to process personal data in compliance with EU's General Data Protection



Regulation (EU 2016/679). The user shall also consent to the storage and use of their personal data as specified in the Föli customer data register. Föli and the service operator are responsible for ensuring that personal data provided by the customer and collected by Föli and the service operator are processed in accordance with current legislation and with confidentiality and care.

The user shall consent to the analysis and statistics of city bike rides. City bike trips can be tracked with the GPS locator on the bike. The trips are tracked, but the users' data is used in the statistics in such a way that no individual user or trip can be identified based on the trip taken, for example. The user data may be used by Föli or the service operator to contact the user. Föli and the service operator have the right to use the data collected of the user to investigate any violation of the terms and conditions.

When the user account has been approved by Föli, the user obtains the right to use the service according to the terms and conditions.

The user may log in to the service by using Föli's travel card or a telephone number and a PIN code which is selected by the user during the registration. Other methods of logging in to the service may be added at a later stage. Forgotten login data may be restored in line with the instructions located on the internet website of the service. The user is entitled to view his or her data and correct them by contacting the Föli customer service according to instructions provided by Föli. The user also has the right to obtain their personal data in accordance with the Föli customer data register. The user may withdraw their registration in accordance with the instructions provided by Föli, however, all payments previously charged from the user are non-refundable.

Faulty charges may be refunded to the user. A request for clarification of the faulty charges must be delivered to the Föli customer service office within two (2) months starting from the date of the happening. In case of unforeseeable circumstances (force majeure) such as natural disasters, strikes concerning the city bike system or service interruptions caused by stoppage of work additional instructions for reimbursements will be added. Disturbances that may affect the service, errors in the data communication system, disturbances when using/returning the bikes are not acceptable reasons for reimbursements. Indirect costs such as costs, which result from delays to other travel connections caused by service disturbances or the condition of the bike are not refunded.

The user is responsible for all events related to their account activity and the resulted fees and other obligations. The user is responsible for all costs and damage incurred due to the use of the service under the user's account. To prevent abuse, the user must immediately inform Föli if their username or PIN code falls into the hands of a third party or their Föli card is lost.

### 3. Content and availability of the service

The service and the website of the service are available all year round. The user may verify and change their data on the website of the service. The service operator and Föli reserve the right

to determine and change the bike parking areas (city bike stations) and the number of bikes available in the service. The service may be temporarily unavailable at some bike stations. All bike stations may not necessarily contain any free bike stands or stands to which a bike may be attached when returned. Instructions regarding proceeding in such situations are available on the website of the service. The bikes, bike stations, customer service or website of the service may also be exceptionally unavailable. The service operator and Föli aim to remedy any interruptions as soon as possible after the problem is detected. The service operator or Föli bears no responsibility for the shortcomings mentioned above or other shortages in the service.

Possible changes and exceptions concerning the period of availability of the service will be announced prior to commencement of the new season. Service operator continuously develops the service and is entitled to introduce changes in its scope under the conducted activity at any time and in the manner of their choice.

## 4. Customer service

The user may obtain further information and familiarize with the instructions concerning the service on the website of the service or, if needed, through contacting the customer service of Föli.

## 5. Service restriction

### User restrictions

- 1) Each user may rent only one bike at a time. The user may add additional users to their account freely. The main user is responsible for all the costs stemming from the actions of additional sub-users.
- 2) Special arrangements are possible to fulfil with Föli's consent, depending on the availability of the bikes.

### Duration of the bike rental

- 1) Paid time of bike use begins when an available bike is rented by the user, i.e. when the phone number and PIN code or the travel card has been successfully registered at the back of the bike. The rental time ends when the user has acceptably returned the bike to one of the predetermined bike stations of Föli and the service operator.
- 2) In case of occurrence of any problems during rental or when returning a bike, the user must report about the occurring problem to the Föli client service immediately. Making such a report with delay signifies that claims related to the problems experienced will not be considered applicable. If the problems occur while Föli's customer service is closed, they should be reported as soon as possible. When Föli's customer service is closed, the report can also be made at [vika.foli.fi](mailto:vika.foli.fi). Messages sent via [vika.foli.fi](mailto:vika.foli.fi) will not be replied to.

## 6. Charges

A valid pricelist for the service is found on the Föli website. When necessary, Föli has the right to make changes in the prices based on decisions made by the City Council of Turku and/or the Turku Region Public Transport Committee.

Upon registering as a user, it is possible to choose (between the methods of) a single payment or a continual monthly payment.

The single payment of two (2) EUR will be charged from the user as they first start using the bike. With a single payment the user can occupy one city bike continuously for the maximum time of thirty minutes. If the usage time of the bike exceeds the initial 30 minutes the surcharge according to the price list will be charged from the registered payment card automatically.

The continual monthly payment method allows the user to occupy one city bike for the maximum time of thirty (30) minutes free of extra charge. In case the initial thirty minutes is exceeded, a surcharge according to the price list will be charged from the registered payment card automatically. The monthly payment method is continual, meaning that the six (6) EUR fee is charged automatically after the end of each billing period. The user has the right to cancel their user license whenever, After the cancellation the user may use the bikes till the end of the already payed billing period. If the user does not cancel the license before the following due date, Föli is authorized to charge the fee of the following billing period, too. The fees are not refundable. Neither can the user get compensation from unused or partly used licenses. All fees are charged from the registered payment card automatically. If debiting the payment card fails and the monthly payment is not received, the user license ceases automatically.

In case the surcharges or the service fees cannot be debited from the payment card, Föli will pass on the relevant user data to the service operator who will continue the debt-recovery from the particular user. Föli has the right to deny the person the use of the city bikes until the debt recovery is in order.

After a city bike has been successfully returned to a bike station the user may use the city bikes again with the same user terms. The continual thirty-minute period will then start from the beginning.

If a city bike is not correctly returned to the bike station within five (5) hours from the start of use, the user may be charged with a fee of 80 EUR. If a city bike is not returned to the bike station or returned in another way to the service operator within one (1) day from commencing the time of rental, the bike will be considered lost. In case of a lost bike, the user will be charged with a compensation fee according to section e) in the pricelist. For a stolen bike the user may be charged with a fee according to section d) in the price list). A fee for a lost/stolen bike will not be required if, according to the information passed on by the user, the bike was taken away from them against their will and the case was reported to the police within two (2) days after the happening. A copy of a report to the police must be delivered to the Föli customer service.

## Pricelist

- a) The user will be charged with a fee of 20 EUR should they fail to return the bike to an official bike station. However, in individual cases of the real costs exceeding 20 EUR, the service operator may charge a higher fee amount. The bike stations can be found online. Should a bike be left in a different place than an official bike station, Föli will charge the user with an amount of 20 EUR and an additional 2 EUR for each kilometer between the bike's location and the nearest bike station.
- b) Should the bike be returned in an improper manner or should it not be correctly locked, a fee of 25 EUR will be charged.
- c) Should the returned bike have a missing lock clamp, the user will be charged with a fee of 60 EUR for the purchase of a new lock clamp.
- d) Should the bike be stolen as a result of user negligence, the user reimbursement fee is 150 EUR.
- e) Should the bike be damaged or lost, the user will be charged with the costs of materials and the work up to the level of the full price of a new bike, 2000 EUR.
- f) In exceptional cases, Föli reserves the right to charge fees appropriate to the actual occurred costs.

## 7. User responsibilities and obligations

The user must use the service in accordance with the hereby conditions and pay the fees for the use of the services according to the valid pricelist of Föli. The user commits to use the service of city bikes in accordance with its designation. The user is responsible for familiarizing with the valid terms and conditions.

The user must counteract any damages or thefts of the city bikes and take proper care of the bikes during rental. The user is not responsible for damage to the bike, provided that the user complies with the terms and conditions set out in this agreement and applies due diligence during the rental. The user is liable for damages caused deliberately or by gross negligence during the rental time even if the damages were caused by a third party. The user may be exempted from the liability provided that they have filed a report to the police two (2) days after the happening. A copy of the report must be delivered to Föli customer service.

The user is responsible for the bike until it has been successfully returned to a bike station.

### Condition of the bike

- 1) The user must check the state of the bike and familiarize with the correct way of using it before rental.
- 2) Before renting the bike, the user must ensure that the bike is safe and functional. The service operator is responsible for the condition of the bike.
- 3) If, at any point during the rental of the bike, the user notices any technical defect, they are obliged to report this on the website [vika.foli.fi](http://vika.foli.fi) or to the customer service of Föli and immediately stop

using the vehicle. The damaged bike must be returned to a city bike station and its saddle turned around to indicate that the bike is out of order. Also the damages to tires, brakes and problems with gears must be immediately reported.

## Parking the rented bike temporarily

A temporarily parked bike must be parked in a visible place. During the parking of a bike, the user must abide by the binding provisions of traffic law. Apart from this, they are obliged to ensure that the bike is parked in a safe manner, thus in a way that ensures the passage of other vehicles by not blocking or hindering passage and in a way that causes no harm or any damages to third parties or their property. The bike foot must always be used when the bike is parked and when at the bike station the bike must be locked to the bike stand.

- 1) Parking and attaching the bike to the following sights is strictly forbidden
  - a) streetlights or roadways
  - b) parking meters and ticket machines or on parking spaces which are meant for other vehicles
  - c) road signs
  - d) pedestrian footpaths the width of which, due to the parking of a bike, would amount to a width less than 1,5 meter
  - e) in front of an emergency exit and on escape routes or dangerously close to them
  - f) in a place in which the bike would obstruct the commercials.
- 2) The rented bike must always be locked when it is not used, even when the user leaves it without supervision only for a moment. The user must not use their own lock.
- 3) Failure to comply with the terms and conditions will result in charging the user with fees in accordance with section 6. Pricelist.
- 4) Bikes cannot be parked in courtyards or inside the buildings or other vehicles

## Returning the rented bike

- 1) Returning rental bikes outside the predetermined city bike stations of Föli and the service operator is prohibited.
- 2) The bike must be returned in such a way so that it is clearly visible (not hidden). The bike must be returned to the place marked on the website of the service (or in the application) and connected to the stand with the attached lock. The user should register the return of the bike through the selection of the appropriate buttons on the bike meter. The user must make sure that the returning is successfully registered.
- 3) In order to erase a potentially made error and correct data regarding an incorrectly registered return, the user shall provide additional information regarding the given situation to Föli and to the service operator.
- 4) If the user fails to return the bike to the official bike station in a manner specified in the terms and conditions submit untrue information or return the bike in an incorrect manner, Föli will charge them with service fee indicated in point 6.

## The user's obligations in case of road accident



The user is obliged to call the emergency number 112 in the event of an accident in which the life or health of the user or a third party is (severely) at risk or in danger or when there is some other accident requiring action by the authorities. The user is also responsible for preventing any further damage in the event of an accident. Accidents must be reported to Föli immediately. If, apart from the user, the accident involves third parties or their property, the user is obliged to immediately inform the police of the incident. If the user fails to fulfil this obligation, they will bear responsibility for any damage resulting from the accident. Föli and the service operator are not responsible for any accidents caused by the user's negligence or the resulting costs.

## 8. Other rights and specification of responsibilities of Föli and the service operator

Föli and the service operator bear no responsibility for any damage inflicted on the user or a third party during the use of the service.

Föli and the service operator reserve the right to immediate closure of a user account and/or ban their further use of the service in case, when they fail to fulfil the obligations specified in the terms and conditions. In the above circumstances, the user is not entitled to any compensation or refund from Föli or the service operator. Föli cannot grant new access until the cause of the ban has been remedied.

Föli and the service operator are entitled to verify whether the user is registered in the system and whether they made adequate payments for the fees.

Föli and the service operator are not responsible for the state of a bike from the moment the user departs from the bike station and joins the road traffic on a city bike. The user must check the status and the safety of the city bike as described above in section 7 prior to departing the station.

Föli and the service operator do not guarantee continuous and failure-free functioning of the service. Föli and the service operator are not responsible for any breaks in the service provision or other disruptions or failures, nor any potential damages stemming from them. Föli and service operator are not responsible for any failures or damages stemming from the activity of third parties.

The service operator is responsible towards the user solely for direct damages caused by a deliberate or grossly negligent breach of the terms and conditions.

### Precedence of conditions

Provisions of the law of the Republic of Finland apply to the conditions of using the service and the service itself. All disputes concerning the use of service will be resolved firstly by way of negotiations of the parties. Should a dispute turn out to be impossible to be resolved through negotiation, it will be resolved in the District Court of Varsinais-Suomi.



Föli and the service operator are entitled to make changes in the terms and conditions. Any changes will be announced on the website of the service. Use of the service after changes in the terms and conditions constitutes acceptance of the changes in question.

The terms and conditions have initially been elaborated in Finnish and have been translated into English and Swedish. In case of any divergences of interpretation between the texts, the Finnish version of the agreement shall prevail.