Terms and conditions

Terms of use of Gjøvik municipality's city bikes provided to you by Gjøvik municipality

These term and conditions constitute the agreement between Gjøvik municipality and you.

- 1. Create customer account and purchases
 - You register as a customer of Gjøvik municipality's services.
 - You can not share your user profile with others.
 - $_{\odot}$ You must be over 16 years of age.
 - Prices for use of the service can be found here: <u>www.gjovik.kommune.no/bysykkel</u> or in the app "ShareBike".
- 2. Use of the bicycle
 - **Trip length.** You can rent for as long as you want.
 - Your responsibility. You are responsible for the bike from the time you pick it up in a bike station until you have returned it to a bike station. Do not leave the bike to others. You are responsible if you injure yourself or others while using the bicycle.
 - $_{\odot}$ $\,$ You must show consideration for other people on the road and comply with traffic rules.
 - Defect or damaged bike. The bikes are put out in good condition and continuously inspected and repaired. However, you may find a defect bike in the bike station. You are therefore responsible for checking that the bike is in good condition before it is used. Brakes must be checked immediately after being picked from the bike station.
 - Notification of defect or damaged bike. You must immediately report via the app or through our website if you discover major damage or defects on the bike.
 - **Locking the bike.** If you leave the bike during the rental period, e.g. if you are going to the store or visiting a tourist attraction, you need to make sure that it is securely locked with the integrated locking function.
 - **Lost bike.** You must immediately report in the app or through our website if the bike is lost. If the bike is not properly locked when you leave it, you are liable for damages if the bike is lost.

3. End the trip

- Ending the rental period. At the end of the rental period, you must return the bike to one of the charging stations in Gjøvik. The rental period ends when the bike is placed in the station correctly. You will receive confirmation in the app that the bike has been delivered and the rental period has ended.
- **Problems with termination.** If you have problems terminating the rental in the way mentioned above, you must immediately notify Gjøvik municipality via the app or through our website.
- **Confirmation of the rental.** If you have not terminated the rental correctly within 12 hours from the start of the rental period, Gjøvik municipality can contact you at any time to check if you still want further to continue the rental.
- **Gjøvik municipality's termination of the rental.** Gjøvik municipality may terminate the rental period at any time, if we have reason to believe that you no longer wish to rent even though the tenancy has not been terminated correctly, or we have reasonable grounds to believe that you do not take sufficient care of the bike.

4. Liability, etc.

- If you lose or damage the bike, or it is stolen from you, because you have not complied with one of the terms above, Gjøvik municipality can hold you liable for damages, limited upwards to the bike's purchase price.
- Gjøvik municipality is not responsible for personal and property damage that occurs due to a defective or damaged bicycle that you use, if you should have discovered the damage at the start of the rental period. The same applies if you continue to use the bicycle after a defect or damage has occurred during the rental period.

5. Privacy

- You accept that all bicycles are equipped with GPS tracking and that such tracking is a condition for using Vossabike.
- Gjøvik municipality collects, stores and processes various personal information about you. Gjøvik municipality is responsible for processing this information. The details regarding current information can be found in <u>Gjøvik municipality's Privacy Statement</u> found in the app or on our website.
- You have the right to complain about Gjøvik municipality's processing of your information to the Norwegian Data Protection Authority.

- Gjøvik municipality use services from subcontractors to provide a bicycle rental system. These companies may access and process personal data, but only to the extent necessary for the performance of their service.
- You have the opportunity to access, correct, and delete the personal information that Gjøvik municipality has about you in accordance with the requirements of the Personal Data Act. You also have the opportunity to have the personal information handed over to yourself or to a data controller of your choice.

6. Force Majeure

 Gjøvik municipality cannot be held liable if the following circumstances prevent the bicycle service from being adequately delivered: Labor disputes, computer attacks, unplanned downtime on computer systems, destruction of infrastructure, theft, extreme weather, fire, war, natural disasters, terror and epidemics.