

GENERAL TERMS AND CONDITIONS OF USE OF AUTOMATED BIKE SHARING SYSTEM GORENJSKA BIKE

Article 1 (SUBJECT OF THE BIKE SHARING SYSTEM SERVICE)

The automated bike sharing system in the Gorenjska region is called Gorenjska Bike and is a single service provided by several municipalities. This service enables public self-service access to bikes.

Bike sharing and return stations in the Gorenjska Bike system are located in the:

- Municipality of Radovljica,
- Municipality of Tržič,
- Municipality of Naklo,
- Municipality of Jesenice (with local system JeseNICE BIKES),
- Municipality of Kranj (with local system KRsKOLESOM),
- Municipality of Škofja Loka (with local system eKOLOka),
- Municipality of Cerklje na Gorenjskem, and
- in Bled.

In the annex to the general conditions (ANNEX List of stations), there is also a list of all bike stations, which may change during the year. Locations (map of stations) are published on the website www.gorenjska.bike.

At each station there are at least 8 bike locks, most of which are electrified and suitable for charging electric bikes.

Article 2 (CONTACT DETAILS)

Contact information of Gorenjska Bike system operators	Contact information of Gorenjska Bike system local administrators	System maintenance	Contact information of Gorenjska Bike call centre
Municipality of Radovljica Gorenjska cesta 19 4240 Radovljica E: obcina.radovljica@radovl jica.si T: 04 537 23 00		MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Municipality of Tržič Trg svobode 18 4290 Tržič E: obcina@trzic.si T: 04 59 71 510		MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Municipality of Naklo Stara cesta 61 4202 Naklo E: glavna.pisarna@obcina- naklo.si T: 04 277 11 00		MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Municipality of Jesenice Cesta železarjev 6 4270 Jesenice E:obcina.jesenice@jesenice.si T: 04 586 92 00	JeseNICE BIKES local system Municipality of Jesenice Turist information centre Jesenice (TIC Jesenice) Cesta maršala Tita 18 4270 Jesenice T: 04 586 31 78 E: info@turizem.jesenice.si	JeseNICE BIKES local system Zavod za šport Jesenice Ledarska ulica 4 4270 Jesenice T: 031 334 423 E: zsj.vzdrzevanje@siol.net	JeseNICE BIKES local system Zavod za šport Jesenice Ledarska ulica 4 4270 Jesenice T: 031 334 423 E: zsj.vzdrzevanje@siol.net



		Assistance hours: Monday to Sunday, 08:00 to 20:00	Assistance hours: Monday to Sunday, 08:00 to 20:00
Municipality of Kranj Slovenski trg 1 4000 Kranj E: mok@kranj.si T: 04 237 30 00	KRsKOLESOM local system Municipality of Kranj Tourism and Culture Board Kranj Glavni trg 2 4000 Kranj T: 04 23 80 450 E: info@krskolesom.si Opening hours: on a daily basis between 09:00 and 18:00 MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika with its Head office at Centre of Sustainable Mobility (CSM), Cesta talcev 72, 4000 Kranj T: 030 350 708 E: gorenjskabike@mobiln.si Opening hours: Monday to Friday, 09:00 to 17:00, Saturdays 09:00 to 13:00, closed on Sundays and holidays.	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03 Opening hours: every day 24 hours a day
Municipality of Škofja Loka Mestni trg 15 4220 Škofja Loka E: <u>obcina@skofjaloka.si</u> T: 04 511 23 00	Municipality of Škofja Loka and Development agency Sora d.o.o. Turist information centre Škofja Loka Cankarjev trg 17 4220 Škofja Loka T: 04 517 06 00 E: info@visitskofjaloka.si Opening hours: Mon-Fri 09:00 to 16:00 Sat, Sun and holidays 09:00 to 13:00	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Municipality of Cerklje na Gorenjskem Trg Davorina Jenka 13 4207 Cerklje na Gorenjskem E:obcinacerklje@siol.net T: 04 281 58 00	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika with its Head office at Centre of Sustainable Mobility (CSM), Cesta talcev 72, 4000 Kranj T: 030 350 708 E: gorenjskabike@mobiln.si Opening hours: Monday to Friday, 09:00 to 17:00, Saturdays 09:00 to 13:00, closed on Sundays and holidays.	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03



Article 3 (PRELIMINARY PROVISIONS)

The terms used in the general conditions have the following meanings:

"system" is the Gorenjska Bike automated bike sharing system;

"general conditions" are the general conditions of access and use of the system;

"operator" of the system is the individual municipality listed above as the operator of the system's services; "administrator" of the system is a legal entity that manages the system and is chosen by each operator as the administrator of the system's services;

"local administrator" is the administrator of the local JeseNICEbikes and KRsKOLESOM systems;

"call centre" is a centre where users can call for additional information and assistance, in case of bike theft, damage or breakdown of bikes, issues with using the Goreniska Bike system;

"user" is a person who uses the service of the system;

"registration form" is a form for creating (REGISTERING) a user profile and allows access to the purchase of a package;

"e- registration" is a process of creating a user account via the web or mobile application:

"e-payment" is the process of online payment or the execution of digital payment;

"instructions" are instructions on using system services;

"system maintenance" is a legal entity that technically maintains the bikes and urban equipment of the system;

"consent" is the consent of a parent or legal representative of a minor;

"period of use" of system services is the period of access to the system services, which the operator publishes annually on the www.gorenjska.bike website;

"package" is a combination of Gorenjska Bike system services chosen by the user;

"station" is the location where bikes, terminal, and locks are located and where the user logs into the system and borrows and returns a bike;

"account" is the user profile created upon registration and is a condition for choosing a package;

"mobile app" MOBILN.SI is an official mobile app, available for smart devices with Android and iOS operating systems.

General terms and conditions of use define the use of the system and obligations by the operator and the user. General terms and conditions of use with a signed form with a declaration of agreement with general conditions apply and bind all users of the system's services. In the case of e-registration, instead of signing, the user confirms agreement with general conditions by ticking the box.

General conditions are binding on the contracting party as contractual provisions, in accordance with Article 120 of the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/07-official consolidated text, 64/16-CC ruling and 20/18- Article 631 of the Obligations Code). The general conditions are published on the website www.gorenjska.bike.

Operator reserves the right to amend or supplement general terms and conditions. Unless otherwise specified, the amended general conditions come into effect on the day of publication on the operator's website: www.gorenjska.bike. Users are notified of this by e-mail or by a notification on the terminal screen when logging in.

Article 4 (DEFINITIONS OF SYSTEM COMPONENTS)

The system consists of a network of stations, the parts of which are the terminal, urban furniture, locks, bikes and information boards. The system provides public access to bikes, so users of the system can rent bikes themselves at the station for use in accordance with general conditions.

A station includes:

- A self-service terminal with an LCD touchscreen, by which the user logs in, rents bikes and has access to a user profile and the system map with station occupancy.
- A card reader, behind the LCD screen.
- The terminal connects and communicates with the server and thus, together with other stations, forms a system for automated bike sharing.



- Urban furniture are rails and parts of the station that form the framework and carry locks and panels.
- Locks (at least 8 at each station) are box-shaped, serve to securely lock the wheels and are evenly distributed along the long pipe/rail, a part of urban furniture. Each lock has a silver button that the user presses before removing the bike from the lock. There is room for one bike in each lock. Almost all locks are suitable for charging electric bikes.

Bike locks and bikes are labelled and numbered. At each station, the locks are numbered with sequential numbers from 1 to 8, 1 to 10, 1 to 15, or 1 to 20, depending on the total number of locks at each station.

Bikes are marked with a sequential number and an additional sign. Each municipality owns a certain number of bikes that are marked. The label consists of two letters that represent the municipality (KR - Kranj, JE - Jesenice, NA - Naklo, RA - Radovljica, TR - Tržič, SL - Škofja Loka, CG - Cerklje na Gorenjskem, BL - Bled) followed by a consecutive four-digit bike number and bike type sign (N - normal, E - electric). Symbolic examples of bike signings: RA0015E, NA0023N, TR0058E, JE0017E, KR0230N, SL0014E, CG0004E, BL0012N.

The mobile app MOBILN.SI is considered an indirect part of the system, which allows users of the Gorenjska Bike system to rent bikes at stations, check stations and availability of bikes in the system, and view the user profile. Existing users of the system use their valid username and password to log in to the app and continue accessing the system's services.

Article 5 (CREATING A USER ACCOUNT AND PURCHASING A PACKAGE)

A user account can be created:

- a) by registration on the official website of the system www.gorenjska.bike,
- b) via the MOBILN.SI mobile app.
- c) during business hours in main offices of local administrators (only the Municipality of Kranj), TIC Radovljica and TIC Škofja Loka by presenting an identity document and filling in a declaration form with information, the accuracy of which the user guarantees by signing. Registration in person is not possible in the municipalities of Naklo, Jesenice, Cerklje na Gorenjskem, Bled and Tržič.

In the case of creating a user account under a) and b), and online payment, all payments are processed by the Public Payments Administration of the Republic of Slovenia (PPA). The purchase of one of the packages is a condition for creating an account.

The user undertakes to notify the administrator of any data changes within 8 days at the latest. He can do this by e-mail or at the main offices of the local administrator.

In case of registration in person at the local administrator, the user must submit a valid identity document, along with the completed and signed form with the declaration, for inspection. When registering online, one confirms their identity when making an online payment.

Users of the system's services can be all natural persons over the age of 14. For persons, who are not yet of legal age, the user account is created by their parents or legal representatives who are obliged to inform the administrator that the user of the services will be a person who is not yet of legal age, to provide his personal data and to sign the consent.

Registration is possible via the website www.gorenjska.bike or the mobile app MOBILN.SI. In the case of e-registration of the account, the user pays for the package online (e-payment). Users, who complete the e-registration of a user account, receive all registration information by e-mail. In case of incomplete registration, the user is prompted to review his registration for any errors and update it accordingly. In the event that the user does not update the registration on time or the update in inadequate, the administrator may reject the registration in accordance with the general conditions.

Upon successful completion of registration, the user receives a username and password for using the system and the selected package. When registering at KRsKOLESOM, the user can, upon his request, additionally obtain a user card and a PIN code for using the system with the help of the card that he picks up at the administrators' offices or receives it by mail.



A correctly completed registration form, username and password, as well as the mobile app, allow the user, by paying the appropriate package, to rent bikes within the system in accordance with the general terms and conditions of use and return the bike to a selected station.

After the package expires, the user still has an active user account, but does not have the option of renting bikes. In order to continue using the system and rent bikes, it is necessary to buy or extend the expired package or buy one of the other packages available.

Article 6 (AVAILABILITY OF SERVICE)

The use of services of the Gorenjska Bike system is subsidized with the aim of promoting sustainable mobility. Upon successful registration, the user receives a non-transferable username and password to access the user account. When registering at KRsKOLESOM, the user can also receive a user card and PIN.

By paying for user packages, the costs of system maintenance and repair, as well as equipment maintenance and repair, are partially covered.

Operators or administrators and local administrators maintain the system in such a way that it is accessible 24 hours a day during the period of official operation of the system service. The exception is force majeure.

Operators are not responsible for possible occupancy or unavailability of bikes at individual stations of the system. If the locks are occupied, the user is obliged to ensure the safe storage of the bike or to take the bike to a station that still has a free lock, which can be seen on the digital maps (terminal, website or mobile application).

After purchasing the package, the user can start using the system immediately and use it every day of the week, taking into account the time limit of 840 minutes or 14 hours (hereinafter: time availability) per week, every week.

The time availability for weekly use of the system can be used continuously or is scheduled by the user. If the user uses all available time in the current week, he is not entitled to the service until the following week, when the initial number of minutes (840 minutes) is restored. The exception is persons who act contrary to the general conditions.

The operation of the system is set seasonally for the current year, from spring to winter months. In the winter season, with the arrival of longer-lasting low temperatures, operators can put away all the bikes and close the system until the arrival of the spring season, or at least significantly reduce the number of bikes in the system. In the event of a reduction in the number of bikes during the winter period, access to electric bikes will be disabled. Users will be notified of possible seasonal closures and reopenings by e-mail.

Article 7 (PRICES AND METHOD OF PAYMENT)

The operators of the system offer packages based on a valid price list of the Gorenjska Bike sharing system services:

Annual package (valid for one year from date of purchase)
 The area includes rental and return at all stations of the Gorenjska Bike system.
 Annual package: 25,00 EUR

The package allows one to rent electric and regular bikes, subject to availability. Weekly usage limit – 840 minutes or 14 hours.

2. Monthly package (valid for one month from the date of purchase)
The area includes rental and return at all stations of the Gorenjska Bike system.
Monthly package: 10,00 EUR



The package allows one to rent electric and regular bikes, subject to availability. Weekly usage limit – 840 minutes or 14 hours.

3. 3 day package (valid for 3 days)

The area includes rental and return at all stations of the Gorenjska Bike system. The package comes into effect upon the first rental, with the first rental having to be completed within 24 hours of purchasing the package.

3 day package: 3,00 EUR

The package allows one to rent electric and regular bikes, subject to availability.

Usage limit – 840 minutes or 14 hours during the validity of the package.

4. JeseNICE bikes package (valid for one year from date of purchase)

Bikes can be rented only at stations located in the Jesenice municipality. Bikes can also be returned at other stations of the Gorenjska.bike system.

JeseNICE bikes package: 10,00 EUR

The package allows one to rent electric and regular bikes, subject to availability.

Weekly usage limit – 840 minutes or 14 hours.

5. eKOLOka annual basic package (valid for one year from date of purchase)

Bikes can be rented only at stations located in the municipality of Škofja Loka area. Bikes can also be returned at other stations of the Gorenjska.bike system.

eKOLOka annual basic package: 12,50 EUR

The package allows one to rent regular bikes, subject to availability.

Weekly usage limit – 840 minutes or 14 hours.

6. eKOLOka monthly basic package (valid for one year from date of purchase)

Bikes can be rented only at stations located in the municipality of Škofja Loka area. Bikes can also be returned at other stations of the Gorenjska.bike system.

eKOLOka monthly basic package: 5,00 EUR

The package allows one to rent regular bikes, subject to availability.

Weekly usage limit – 840 minutes or 14 hours.

7. eKOLOka 1 day package (valid for 1 day)

Bikes can be rented only at stations located in the municipality of Škofja Loka area. Bikes can also be returned at other stations of the Gorenjska.bike system. The package comes into effect upon the first rental, with the first rental having to be completed within 24 hours of purchasing the package.

eKOLOka 1 day package: 1,00 EUR

The package allows one to rent electric and regular bikes, subject to availability.

Usage limit – 480 minutes or 8 hours during the validity of the package.

Reissue of the card in case of loss is charged according to the current price list. Payment for the reissue of the card is possible only at the offices of local administrators KRsKOLESOM, TIC Radovljica and TIC Škofja Loka.

Payment for the purchase of the package is possible in case of e-registration of a user account with e-payment or at the offices of local administrators KRsKOLESOM (where at the Institute for Tourism and Culture Kranj the package can only be paid with cash, while at CSM also with payment cards), TIC Radovljica and TIC Škofja Loka.

The amount paid for the package is not returned in the event of a system failure or termination of use of the system by the user.

Price changes are effective from the time the change is published. All prices include VAT.

The municipality of Kranj, as the operator of the local KRsKOLESOM system, can by resolution determine the number of free promotional packages for the KRsKOLESOM bike sharing system for the purpose of promoting mobility and tourism promotion in the municipality of Kranj. The right to use the promotional free package for the KRsKOLESOM system can be acquired by interested tourists (natural persons) staying in tourist facilities in the area of the municipality of Kranj, for the duration of their stay in the area of the



municipality of Kranj, by applying through the Institute for Tourism and Culture Kranj (Zavod za turizem in kulturo Kranj), which must keep records and report to the operator. With the free promotional package for the KRsKOLESOM bike sharing system, rental of a bike is possible only at stations that are in the area of the municipality of Kranj. Bikes can also be returned at other stations of the Gorenjska Bike system.

Article 8 (USING THE SYSTEM)

Brief instructions and guidelines for renting and using bikes:

- Select a bike you want to rent and check if it is in good condition/roadworthy.
- Approach a computer terminal with an LCD screen and press the screen to start. Select the language for communication and follow the instructions. Use of the Gorenjska Bike system is possible with prior registration at the terminal or mobile app by entering a username and password.
- To rent bikes or other services, follow the instructions on the screen.
- If you decide to rent a bike, wait until the system checks all the locks and informs you which bikes are available. It will offer the lock numbers with available bikes.
- After selecting one of the bikes, wait for the system to process your choice, and then confirm it. Before selecting, we recommend that you first check whether the bike is in good condition for use and only then select a bike.
- After confirmation, you have 20 seconds to approach the lock in which the selected bike is located and press the silver button, which will flash green, to unlock the lock.
- After pressing the button, grab the bike by the seat with one hand and the handlebars with the other, and in one movement push the bike slightly forward and then pull the bike back to remove it from the lock.
- If for any reason you are unable to remove the bike from the lock, push the bike firmly back into the lock to make sure it is locked and repeat the rental process from the beginning.
- After a successful rental and a completed ride, you simply push the bike back into the lock, a bit firmly, and lock it. Be sure to always check that the bike is truly locked before leaving. If you have successfully locked the bike, the button on the lock will light up in blue.
- If the button on the lock lights up in red, this is a warning that you have not inserted the bike correctly, so you must repeat the return process once more.
- If all the locks are occupied upon your arrival or there are no free bikes at the station, please wait until the maintenance service arrives or go to the next station.
- In case of problems with the operation of the system or bikes, call the number for technical assistance, in case of problems with registration or in case of administrative questions, call information. Up-to-date contacts are published on the official website www.gorenjska.bike.

Article 9 (OBLIGATIONS OF USERS)

The user is obliged to use the service of the system with the necessary caution, prudence and diligence of sound ownership and in accordance with general conditions. The user controls the bike he has borrowed. The user is obliged to handle the bicycle in such a way that the possibility of damage, destruction or disappearance is minimal. The user of the system, who is under 18 years of age, must wear a bicycle helmet when using the bicycle, and is obliged to provide it by himself. The user is obliged to immediately notify the administrator of the loss or disposal of the card. By signing the registration form, the user of the service accepts the general terms and conditions and agrees that in case of violation of the general terms and conditions, the operator has the right to charge the user costs, in accordance with Article 12 of the general terms and conditions.

Since the user is responsible for the bike from collection to return, he is obliged to check the most important parts of the rented bike before using it, and above all:

- proper fastening of the seat, pedals and basket,
- proper functioning of the bell, brakes, front and rear lights, reflectors,
- good general condition of the frame, tires and handlebars.

In case that, upon inspection of the bicycle, the user finds that the bicycle is not technically intact or is damaged in any other way, he must immediately notify the system maintenance at 01 530 53 03 or the



local system maintenance for the JeseNICEbikes system Zavod za šport at 031 334 423, otherwise, the damage is considered to have occurred during his time of use.

If it is determined that the use of the bicycle is contrary to the general conditions, the user is obliged to return the bicycle immediately after being asked by the administrator.

Article 10 (LIMITATIONS ON USE OF SERVICES)

The user may not lend, rent or transfer to another person their username and password or user card and PIN code and the rented bike, nor use these in any other way than stated in these general terms and conditions. Any such behaviour is considered a serious violation of the general terms and conditions and may be sanctioned by a temporary block of a user account or termination of the user account and the valid package and unilateral termination of the contract without reimbursement of purchase costs. In such a case, this user is subsequently denied the possibility of re-creating a user account in the current year.

If damage occurs while the bike is being rented, the user or the owner of the user card, with which the bike was rented, is responsible for the damage.

The user is responsible for the rented bike and user account data that enable access to the system, and thus assumes responsibility to act in accordance with general conditions.

The user has the right and obligation to use the bike appropriately in accordance with the general conditions. In particular, appropriate use excludes the following:

- use contrary to the applicable legislation in the field of road safety;
- using the bike under conditions that can lead to damage of the bike;
- any third party transportation in any way;
- using the bike in a way that endangers the user or a third party;
- any disassembly or attempted disassembly of locks, the entire bicycle or their individual parts and devices;
- any inappropriate use of the bicycle, including loading the bicycle over 200kg and the basket 5kg.

Access to the service or the use of a bike that is part of the system is prohibited to all minors under the age of 14, regardless of whether they are accompanied or not.

The operator reserves the right to stop the operation of the system for a certain period of time in the event of major and extensive damage to the bike system or components or in the event of major technical errors.

Article 11 (RESPONSIBILITY AND DECLARATIONS OF THE CUSTOMER)

The user is responsible for any kind of damage that occurs while using the bike.

Legal representatives of a juvenile user are responsible for all damages caused directly or indirectly by the juvenile user during the use of the service.

Any rental that exceeds 14 hours (the period starting from the moment the bike is rented) is considered as alienation of the bike until the bike reappears. In the event that the bicycle is stolen during the rental period, the user is obliged to report the disappearance of the bicycle by calling 01 530 53 03 or 031 334 423 (for the local Jesenicebikes system) and report the theft to the police by calling 113. The bike remains fully under the user's sole responsibility until the administrator receives a copy of the theft report to the police.

In the event of an accident and/or incident giving rise to the loss or damage involving a bicycle, the user is obliged to report all facts related to the accident or damage to the number indicated in the previous paragraph and, if necessary, follow the instructions of the Gorenjska Bike staff. The bike remains the user's responsibility until it is locked at the station in the bike lock or until the bike is returned in person to the system administrator or maintenance.



The operator is not responsible for injuries to the user while using the bike.

After taking over the bike for rent, the user is responsible for all actions taken with the bike system and for all material and non-material damage caused to him or third parties when using the bike.

The system is used at one's own risk.

Article 12 (VIOLATIONS)

In the event of minor damage to the bike and parts of the bike, after the use of which the damage was found and which occurred as a result of normal use, the operator does not claim any compensation from the users. Minor damage is considered to be damage to a bike that occurs during normal use of the bike (ruptured tube, damage to lights, bells, etc.) and according to the applicable price list of the service technician of system maintenance, the amount does not exceed the value of 50 EUR.

In the case of serious or intentional damage to the system, the operator takes appropriate action by sanctioning the user by imposing a contractual penalty in this article. Damage to the bikes that is considered as serious damage is the one caused intentionally (damage to the battery, transmission, engine, etc.) and according to the valid price list of the service technician of system maintenance, the amount exceeds the value of 50 EUR.

In the case of exceeding the available weekly usage time (14 hours) and in the event that the user does not return the bike after this time has expired, the administrator:

- after the expiry of the available time, the user is notified to return the bike to the system immediately;
- after a total of 3 hours have passed since the unsuccessful phone call to return the bike by the administrator, the user's access to the system is revoked and blocked;
- after 14 hours have passed since access to the system has been blocked, the bike is treated as stolen, the theft is reported to the police and is treated under applicable law of the Republic of Slovenia.

The cases mentioned in the previous paragraph and the user's failure to respond to the operator's calls are considered a serious violation of the general terms and conditions and, accordingly, the user will be denied further access to the system.

In the case of sharing access to the system (the user transfers their card or username or bike to a third party and thereby enables the use of the system), the user is obliged to pay a contractual penalty in the amount of 100 (one hundred) euros, and is at the same time prohibited from using the system for the current year.

In case of damage to the bike, which makes further use impossible, or when the bicycle is alienated, the user is obliged to pay a contractual penalty, which is charged in the amount of the bike's value, namely for an ordinary bicycle in the amount of 600 (six hundred) euros, for an electric bicycle in the amount of 2,300 (two thousand three hundred) euros. In addition, this is considered as a serious violation and is sanctioned by preventing the user from using the system during the current season.

Users who improperly lock the bike into the lock (according to Article 8 of these terms and conditions) or do not lock it at all, will be fined by the operator for irresponsible use of bikes, i.e. for an unlocked regular bike in the amount of 80 (eighty) euros and an electric bike in the amount of 150 (one hundred and fifty) euros, which must be paid to the municipality - the owner of the bike. In case of alienation, the user may be liable for negligent conduct.

Article 13 (PERSONAL DATA PROTECTION)

In accordance with the General Data Protection Regulation (GDPR), all users are aware that for the purpose of the operation of the Goreniska Bike system and the enforcement of possible legal claims, they allow the



operators to collect, access, process and store personal data that they provided during registration and are absolutely necessary for the operation and their use of the system. These data are:

- 1. name and surname,
- 2. address (permanent/temporary address),
- 3. place, country,
- 4. type of identity document,
- 5. year of birth,
- 6. telephone number,
- 7. e-mail.
- 8. username.
- 9. user card number,
- 10. time and place of bike rental information about individual rental (which bike, at which station and at what time),
- 11. time and place of returning the bike information about individual rental (which bike, at which station and at what time).
- 12. consumption of funds and current account balance (currency is time),
- 13. violations of the subscription relationship exceeding the allowed time for weekly use,
- 14. additional administrator comments can be created next to the user's profile, visible only to personnel with authorized access, which facilitate operation and prevent abuse (for example, comments such as loss of cards, frequent violations of rules, frequent minor damage to bikes when the user uses them, etc.),
- 15. comments sent by the user (at the stations, the user can send a message to the operator under contacts, from praise, complaints to reporting defects),
- 16. name and surname of a minor,
- 17. name and surname of a legal representative,
- 18. address of a legal representative.
- 19. place of a legal representative,
- 20. telephone number of a legal representative,
- 21. e-mail of a legal representative.
- 22. confirmation of payment through PPA (if the payment was so made).

Specified personal data are kept for 12 months after the expiry of the package for the Gorenjska Bike system, with the exception of data on individual rentals, which are kept for 3 months after the rental. In order to use the contact e-mail address for sending promotional messages related to the Gorenjska Bike automated bike sharing system, users must give special consent.

Each municipality will enable the processing or communication of personal data exclusively to the following authorized users (authorized employees of the municipality, authorized persons who process personal data with the contracted processor of the municipality, persons who demonstrate authorization to access personal data within the framework of the law or regulations). The municipality does not use automated decision-making, including profiling.

Gorenjska Bike system operator	Personal data controller and authorized person for personal data protection	Personal data processors
Municipality of Radovljica Gorenjska cesta 19 4240 Radovljica E: obcina.radovljica@radovljica.si T.: 04 537 23 00	Virtuo d.o.o., Prušnikova ulica 4, 1000 Ljubljana E: info@virtuo.si	Employees of the municipal administration who perform tasks as part of the Gorenjska Bike service, system maintenance MM IBIS d.o.o.
Municipality of Tržič Trg svobode 18 4290 Tržič E: obcina@trzic.si T: 04 59 71 510	Municipality Tržič Trg svobode 18 4290 Tržič E: obcina@trzic.si T: 04 59 71 510 Authorized person for personal data protection: Denis Balažič, Intelektum Maribor	Employees of the municipal administration who perform tasks as part of the Gorenjska Bike service, system maintenance MM IBIS d.o.o.
Municipality of Naklo Stara cesta 61 4202 Naklo	Virtuo d.o.o., Prušnikova ulica 4, 1000 Ljubljana E: info@virtuo.si	Employees of the municipal administration who perform tasks as



E: glavna.pisarna@obcina-naklo.si T: 04 277 11 00	Authorized person: Petja Šega	part of the Gorenjska Bike service, system maintenance MM IBIS d.o.o.
Municipality of Jesenice Cesta železarjev 6 4270 Jesenice E: obcina.jesenice@jesenice.si T: 04 586 92 00 Municipality of Kranj Slovenski trg 1 4000 Kranj E: mok@kranj.si T:04 237 30 00	Virtuo d.o.o., Prušnikova ulica 4, 1000 Ljubljana E: info@virtuo.si Authorized person: Petja Šega Tourism and Culture Board Kranj Glavni trg 2 4000 Kranj T: 04 23 80 450 E: info@krskolesom.si	Employees of the municipal administration who perform tasks as part of the Jesenicebikes service, local system maintenance Zavod za šport Jesenice and system supervisor MM IBIS d.o.o. Employees of the municipal administration and employees of the Tourism and Culture Board Kranj, who perform tasks as part of the KRSKOLESOM service, system operator and maintainer MM IBIS
Municipality of Škofja Loka Mestni trg 15 4220 Škofja Loka E: <u>obcina@skofjaloka.si</u> T: 04 511 23 00	Development agency Sora d.o.o. Turist information centre Škofja Loka Cankarjev trg 17 4220 Škofja Loka T: 04 517 06 00 E: info@visitskofjaloka.si Opening hours: Mon-Fri 09:00 to 16:00 Sat, Sun and holidays 09:00 to 13:00	d.o.o. Employees of the municipal administration and employees of the TIC Škofja Loka, who perform tasks as part of the eKOLOka service, Gorenjska.bike, system operator and maintainer MM IBIS d.o.o.
Municipality of Cerklje na Gorenjskem Trg Davorina Jenka 13 4207 Cerklje na Gorenjskem E:obcinacerklje@siol.net T: 04 281 58 00	Virtuo d.o.o., Prušnikova ulica 4, 1000 Ljubljana E: <u>info@virtuo.si</u>	Employees of the municipal administration who perform tasks as part of the Gorenjska Bike service, system maintenance MM IBIS d.o.o.

The municipalities will not forward your personal data to a third country (outside the EU). Regarding personal data, the user has:

- the right to access data,
- the right to have data erased ("right to be forgotten"),
- the right to correction,
- the right to limit processing,
- the right to transferability,
- the right to complain (including the right to appeal to the information commissioner and legal protection of rights).

The user can at any time either in person at the administrator's headquarters or in writing cancel the declaration of consent given in accordance with the first paragraph of this article. In this case, the registration form with the declaration ceases to be valid and so does the user account.

Article 14 (SETTLEMENT OF DISPUTES)

The law of the Republic of Slovenia applies to these general conditions. Any disputes regarding the implementation and consequences of the general terms and conditions the operator and the user will try to resolve by mutual agreement. If it is not possible to resolve the dispute in this way, the operator and the user will strive to resolve the possible dispute through mediation and other alternative ways of resolving the possible dispute. If this is not possible, the District Court Kranj has subject-matter and territorial jurisdiction to resolve disputes.

Article 15 (WITHDRAWAL FROM THE CONTRACT)



The user can withdraw from the contract at any time without giving reasons. He must notify the administrator or the local administrator of the system (municipality where he originally registered) about his resignation in person, by submitting his resignation statement in writing or in writing by email or regular mail.

The system operator may also withdraw from the contract in case of serious violations by the user. Upon withdrawal from the contract, the paid amount is not returned, which the user expressly agrees with.

Article 16 (CHANGE IN THE GENERAL CONDITIONS OF ACCESS AND USE)

Users will be automatically notified by email of any changes to these general terms and conditions. The changes will also be displayed on the website www.gorenjska.bike.

General terms and conditions of use of the automated bike sharing system Gorenjska Bike, as well as their changes, also apply mutatis mutandis to individual local bike sharing systems within Gorenjska Bike (JeseNICE BIKES, KRsKOLESOM, eKOLOka).

Article 17 (ACCESS TO GORENJSKA BIKE SERVICE VIA RELATED PLATFORMS)

In the case of using the services and accessing the Gorenjska Bike system by using the official MOBILN.SI mobile app, all general conditions of access and use of the system stated in this document apply to the user.

Article 18 (CONSEQUENCES)

The consequences of non-compliance with these general conditions shall be borne by the user.



List of stations

MESTNA OBČINA KRANJ

- 1. Kranj Mestna knjižnica Kranj (20 ključavnic)
- 2. Kranj Čebelica
- 3. Kranj Planina otok (20 ključavnic)
- 4. Kranj Športni center (20 ključavnic)
- 5. Kranj Šorlijevo naselje (20 ključavnic)
- 6. Kranj Osrednja lekarna 7. Kranj Planina I
- 8. Kranj Planina III
- 9. Kranj Zlato polje
- 10. Kranj Zdravstveni center
- 11. Kranj Vodovodni stolp 12. Kranj Čirče I
- 13. Britof Britof
- 14. Kranj Klanec
- 15. Kranj Kulturni dom Primskovo
- 16. Kranj Elektro Gorenjska
- 17. Kokrica Kokrica 18. Kranj Športni park II 19. Kranj Vrečkova ulica
- 20. Kranj Baragov trg
- 21. Kranj SS Čirče II
- 22. Kranj Drulovka
- 23. Kranj Orehek
- 24. Kranj Mestno pokopališče Kranj
- 25. Kranj Jernejeva ulica 26. Kranj Železniška postaja
- 27. Kranj Posestvo Brdo
- 28. Kranj KD Predoslje
- 29. Kranj Kovačnica

OBČINA JESENICE

- 1. Jesenice Postaja Hrušica
- 2. Jesenice Postaja Plavž
- 3. Jesenice Postaja TIC Jesenice
- 4. Jesenice Postaja Občina Jesenice 5. Jesenice - Postaja Slovenski Javornik
- 6. Jesenice Postaja Blejska Dobrava

OBČINA NAKLO

- 1. Naklo Športni park
- 2. Naklo OŠ Duplje
- 3. Naklo OŠ Podbrezje

OBČINA RADOVLJICA

- Radovljica Radovljica center
 Radovljica Radovljica zahod
- 3. Radovljica Lesce center
- 4. Radovljica Lesce sever
- 5. Radovljica Begunje center

OBČINA TRŽIČ

- 1. Tržič Postaja Tržič Občina
- 2. Tržič Postaja Tržič BPT
- 3. Tržič Postaja Deteljica

OBČINA ŠKOFJA LOKA

- 1. Škofja Loka Avtobusna Postaja (15 ključavnic)
- 2. Škofja Loka Frankovo Naselje OŠ
- 3. Škofja Loka Parkirišče Lipica
- 4. Škofja Loka Parkirišče Puštal
- 5. Škofja Loka Podlubnik 1
- 6. Škofja Loka Športna Dvorana Poden 7. Škofja Loka Trgovski Center Grenc 8. Škofja Loka Zdravstveni Dom



9. Škofja Loka – Železniška postaja (20 ključavnic)

OBČINA CERKLJE NA GORENJSKEM1. Cerklje - TIC 2. Cerklje - Velesovo 100

BLED

- Bled Camping Zaka
 Bled Hotel Park
 Bled Infocenter Triglavska Roža Bled

14 21 April 2023