

# General Terms and Conditions and Terms of Use of Rostocker Straßenbahn AG for the use of the elros rental pedelecs (elros Terms and Conditions)

Version as of: March 2015

## Part 1: General Terms and Conditions

### 1. Scope of the Terms and Conditions

1.1 Rostocker Straßenbahn AG (hereinafter referred to as "RSAG") rents out so-called elros rental pedelecs (German: elros-Mietpedelecs) to customers (hereinafter referred to as "Users") in the period from March to November subject to availability and depending on a minimum outside temperature of 5 degrees Celsius. These General Terms and Conditions (hereinafter referred to as "elros Terms and Conditions") shall exclusively apply to the elros pedelec rental service of RSAG.

1.2 Part 1 of these elros Terms and Conditions governs the business relationship between RSAG and the User regarding the principles of renting out elros rental pedelecs. Under the headline "General Terms of Use", part 2 includes details of the rights and duties regarding the use of the elros rental pedelecs.

1.3 Individual agreements which differ from the elros Terms and Conditions shall only apply to the extent that they have been confirmed to the User by RSAG in writing.

1.4 By renting an elros rental pedelec, the User accepts the version of these elros Terms and Conditions as amended.

1.5 The currently valid price list including the fees for violations shall be a component of these elros Terms and Conditions (see annexes).

1.6 The terms "online", "Internet", "phone", "website", "Rostocker Straßenbahn AG" (RSAG) etc. in these elros Terms and Conditions shall refer to the following contact data:  
Rostocker Straßenbahn AG  
Hamburger Straße 115,  
18069 Rostock  
Service line: 0381-8021900  
Email: elros-info@rsag-online.de  
Internet: www.elros-leihen.de  
A list of the current points of sale (RSAG customer centre and partner agencies) is available online.

### 2. Registration for the elros pedelec rental system of RSAG and confirmation

2.1 RSAG distributes elros rental pedelecs under the name "elros-Elektromobilität in Rostock" [elros electromobility in Rostock].

A personal email address is necessary in order to become a user of the webbased distribution system. The registration shall be possible in person in a customer of RSAG or via the website. On principle only persons aged 18 and above at the time of registration can be Users. The following shall apply to minors aged 16 and above: If the custodial parents and/or the legal guardians have permitted the use of the elros rental pedelecs in writing, the minors can register as Users for the elros pedelec rental system. In this case, the registration must take place in person in a customer centre of RSAG.

2.2 The Users can register online on the website with their personal name, personal email address and a password of their choice. In order for the registration to be successful, the Users will be prompted by email to confirm their names and email addresses within 24 hours.

2.3 The user must complete their personal data in the user profile on the website: Address, date of birth, place of birth, telephone number.

2.4 After the examination of the personal data of the User, RSAG will decide on the acceptance of the application for conclusion of the contract of use regarding the elros rental pedelecs. Applications are only processed from Mondays to Fridays as a rule.

2.5 RSAG shall be entitled to request the presentation of proof of identity by the User if there is a suspicion that incorrect data have been provided. If Users knowingly provide incorrect data regarding their personal data, RSAG shall be entitled to exclude these Users from participating in the elros rental system.

### 3. Establishing the elros customer account, receipt and use of the elros customer card for registered Users

3.1 After the acceptance of the User, RSAG shall establish a personal elros customer account for the User.

3.2 Each use of the elros rental pedelecs shall require a corresponding credit balance on the elros customer account of the User. The elros customer account can be topped up by the User online by means of credit card or Giropay and in a customer centre of RSAG by means of cash payment or debit card.

- 3.3 In case of registration in a customer centre of RSAG, the elros customer card will be handed over to the User in person. In case of registration on the website, the elros customer card will be sent to the User by mail within 2 to 3 working days. The User can only collect an elros rental pedelec reserved in advance from the rental location after receipt of the personal elros customer card.
- 3.4 With the elros customer card, the User can reserve an elros rental pedelec online up to four weeks in advance or spontaneously rent an elros rental pedelec from any of the five pedelec rental locations without previous reservation, subject to availability.
- 3.5 Each User can only have one active elros customer account and can only rent one elros rental pedelec at a time with his or her elros customer card. Passing on the elros customer card to third parties shall not be allowed. The loss of the elros customer card must be reported to RSAG without delay.
- 3.6 The issue of a new elros customer card can only be applied for in person in a customer centre of RSAG against payment of a processing fee of EUR 20.00.
- 4. Top-up and billing of the elros customer account**
- 4.1 The use of the elros rental pedelecs shall be charged at the currently valid price. The prices can be seen in the respectively current price list attached to these elros Terms and Conditions. In addition, the prices can be requested via the service line of RSAG or printed out from the website as PDF.
- 4.2 Customers of RSAG bound by a contract shall receive a discount on the normal price. RSAG reserves the right to check the creditworthiness of the customer.
- 4.3 The User can choose any amount up to EUR 100 as top-up for the elros customer account on the website. If the contract is terminated, the remaining credit balance shall be refunded to the User upon request. The refund of the credit balance shall take place as follows:
- Via the credit card of the User, if only the credit card is used to top up the customer account;
  - Via the credit card of the User if it has been used to top up the customer account at least twice;
  - By means of bank transfer if Giroipay has been used to top up online or if the credit balance has been topped up in the customer centre. In that case, the User shall transmit his or her bank data to RSAG upon the deregistration using an encrypted connection.
- 4.4 For each reservation and/or spontaneous rental, the system shall automatically check whether the amount on the elros customer account of the User is sufficient. If the amount on this account is too low, the reservation will be refused with the following information: “[Your credit balance is too low for this reservation – please top up your elros customer account first.]”
- 4.5 An electronic invoice in PDF format shall be sent to the User on the first day of each subsequent month. This invoice shall state the amounts due for elros rental pedelecs rides, fees incurred in the case of violation of the terms of use, if any, and the current balance of the elros customer account.
- 5. Use of the elros rental pedelecs at the daily price rate**
- 5.1 One-off Users can purchase elros customer cards at the daily price rate in designated partner agencies of RSAG. Partner agencies shall sell these cards in the name and for account of RSAG.
- 5.2 An online registration of the one-off Users shall not be required. However, these Users must provide their personal data to the partner agency (registration form) and must take note of the elros Terms and Conditions. Passing on of the elros customer card at the daily price rate to third parties shall not be allowed.
- 5.3 After the sale of an elros day ticket, the partner agency shall reserve an elros rental pedelec at the daily price rate for the one-off User, subject to availability.
- 5.4 Renting an elros rental pedelec at the daily price rate shall only be possible for one-off Users at the site of the partner agency, i.e. the elros rental pedelec must be taken from and returned to the same rental location.
- 5.5 The one-off User shall be obliged to return the elros rental pedelec to the rental location at the agreed time. If the one-off User returns the elros rental pedelec more than 15 minutes after the agreed return time, a late charge of EUR 5.00 for each commenced hour shall become due.
- 5.6 The “elros day ticket” shall entitle the one-off User to the one-off use of an elros rental pedelec. After the use, the elros day ticket shall automatically expire; it does not have to be returned.
- 6. Data Protection**
- 6.1 The User must ensure that the elros customer card in connection with the personal access data is protected against any unauthorised access by third parties.
- 6.2 The personal data of the User shall also be stored, processed and used in electronic form within the framework of the purpose of the contractual relationship in accordance with the regulations of the Bundesdatenschutzgesetz (BDSG [Federal Data Protection Act]). In this connection, the General Data Protection Provisions for the use of the website shall apply (please refer to annexes of these Terms and Conditions).
- 6.3 RSAG shall be entitled to forward information of the customer, in particular his/her address, to investigative authorities to the necessary extent if the authority furnishes proof of the institution of regulatory offence or criminal proceedings
- 7. Final provisions**
- 7.1 The User of the elros rental pedelecs can terminate the contract at any time in writing or in person in a customer centre of RSAG or on its website.
- 7.2 These provisions shall be final and there are no oral side agreements.
- 7.3 If individual provisions of this contract, the General Terms and Conditions and the General Terms of Use are or become ineffective or unenforceable, the rest of the contract and the Terms and Conditions shall remain unaffected. The statutory provision shall be replaced by the ineffective and/or unenforceable provision.
- 7.4 German laws shall apply. The place of jurisdiction for all disputes under or in connection with the rental of the elros pedelecs by RSAG shall be Rostock.

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 Part 2: General Terms of Use
 

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## 1. Subject matter

- 1.1 The elros rental pedelecs are intended for use in everyday traffic and leisure traffic by the User. The use of the rented elros pedelecs shall be limited to the territory of the Hanseatic City of Rostock and the district of Rostock.
- 1.2 Riding an elros rental pedelec naturally entails the risk of damage to property and persons of the User or third parties and may result in claims being asserted against the User by damaged third parties. The elros rental pedelecs have a high accelerating capacity. In the case of pedalling and using the accelerator at the same time, they can accelerate immediately and unexpectedly powerfully and achieve a maximum speed of up to 25 km/h.

## 2. General rules of use for elros rental pedelecs

- 2.1 General rules are necessary for riding the elros rental pedelecs in order to ensure the proper traffic flow; all Users must accept these rules. Therefore, the Straßenverkehrsordnung (StVO [Road Traffic Regulation]) of 6 March 2013 enacted on 1 April 2013 (BGBl. [Federal Law Gazette] I page 367) as amended shall apply to the use of the elros rental pedelecs.
- 2.2 Users under the influence of alcohol or other inebriants within the meaning of the annex to § 24a para. 2 of the Straßenverkehrsgesetz (StVG [Road Traffic Act]) in the version of the announcement of 5 March 2003 (BGBl. I page 310, 919), amended by article 1 of the act of 28 August 2013 (BGBl. I page 3313) as amended shall be excluded from using the elros rental pedelecs. This exclusion shall apply regardless of the amount of alcohol in the User's body and/or the amount of other inebriants in the User's body. Users considered to be unfit or unsuitable to drive in the general road traffic for other reasons shall also be excluded from using the elros rental pedelecs.
- 2.3 RSAG recommends that Users wear a bicycle helmet when riding an elros rental pedelec.

## 3. Special rules of use for elros rental pedelecs

- The application of the following rules of conduct is in particular pointed out:
- 3.1 The Users may only ride at such speed that control of the elros rental pedelec is ensured at all times. The speed must be adjusted to the road, traffic, visibility and weather conditions as well as the User's personal abilities and the characteristics of the elros rental pedelec. The readiness to brake must be ensured at all times (cf. also § 3 StVO). The Users must ride at a particularly low speed in particular around bends and on wet roads or other slippery surfaces.
- 3.2 Freehand riding of the elros rental pedelec shall be prohibited at all times.

## 4. Proper condition of the elros rental pedelecs

- 4.1 RSAG endeavours to maintain the roadworthy condition of the elros rental pedelecs offered for rental at any time.
- 4.2 Before departure, the Users must make themselves familiar with the main functions/structural components of the elros rental pedelecs, in particular

brakes, display, gear shift, quick release and bipod stand. Each User shall be obliged to take note of the "Brief instruction on elros rental pedelecs and rental location (see annexes to these elros Terms and Conditions) and to carry them along when riding the pedelec. In the case of registration in the customer centre of RSAG or a partner agency, this brief instruction shall be handed over to the User, in the case of online registration it shall be sent to the User by mail together with the elros customer card.

- 4.3 At dawn and/or dusk and at night, the User shall be obliged to test the functionality of the head lamp and tail lamp.
- 4.4 In the case of any doubt or problems regarding the functionality of an elros rental pedelec, the User must immediately discontinue the ride without endangering other road users. Then, the User must dismount, carefully push the elros rental pedelec in the direction of traffic and immediately take the next opportunity to leave the road without danger. The User must immediately notify RSAG of this.
- 4.5 If a technical defect of a rented elros rental pedelec is given at the start of the use which might impair the roadworthiness or if a defect becomes apparent during the use, the User must immediately notify RSAG thereof.

## 5. Calculation of the rental period and parking the elros rental pedelecs

- 5.1 The maximum period of use of an elros rental pedelec shall amount to 24 hours. The rental period shall start (a) immediately if a reservation has been made via the web portal or (b) by presenting the elros customer card at a pedelec rental location of RSAG in the case of spontaneous renting. The rental period shall end upon placing the elros rental pedelec in the allocated pedelec parking box, plugging in the charging plug, locking the door of the box and presenting the elros customer card at the terminal. The rental shall only be properly terminated when the text "Vielen Dank – Auf Wiedersehen" [Thank you and good-bye] is displayed.
- 5.2 The fees for using the elros rental pedelecs are calculated based on the time reserved. The rental price shall not be reduced even if the pedelec is returned early. A free rental period (grace period) shall be granted to each User if such User returns a defective bicycle to its box within 15 minutes and reports it as defective with his/her elros customer card at the terminal. Depending on the availability, the User shall receive another elros rental pedelec.
- 5.3 When parking, the User must ensure that other road users are not impaired. The elros rental pedelec may only be parked in a safe manner. The elros rental pedelec must not be parked at:
- Trees and traffic lights;
  - Parking meters and parking ticket vending machines;
  - On pavements if a passage width of less than 1.50 m remains;
  - Or in front of, at and on emergency service vehicles.

5.4 In order to avoid third-party use and theft, the User must always lock the elros rental pedelec even if the User only temporarily parks the elros rental pedelec. For this purpose, a frame lock is attached to the front wheel which can be connected with a cable lock and thus allows the pedelec to be locked to a bicycle stand or similar. The key of the frame lock can only be removed if the lock is locked. If the key is lost, the User must immediately notify RSAG.

## 6. Unauthorised use

6.1 The elros rental pedelecs must not be used:

- For committing crimes;
- Under the influence of alcohol and drugs;
- Under the influence of medicine which might impair the fitness to ride;
- For subletting;
- For further transport with a passenger car, lorry or similar vehicles;
- For transporting passengers, in particular toddlers;
- For participating in bicycle races or bicycle tests and in political events;
- For the transport of highly flammable, toxic, or other dangerous substances;
- Attaching or displaying advertising to or on the elros rental pedelecs is not permitted. The same shall apply to the pedelec parking boxes of the rental locations.

6.2 The User of the elros rental pedelecs shall not be allowed:

- To use the bicycle basket in a manner other than that intended, in particular to exceed the allowable load of 20 kg. In addition, the User must make sure that any items transported in the basket are properly secured;
- To exceed the allowable total load of 130 kg of the elros rental pedelec;
- To have duplicates made of the key of the frame lock; and
- To convert or otherwise tamper with the elros rental pedelecs.

6.3 In the case of unauthorised use of the elros rental pedelecs, RSAG shall be entitled at any time to block the elros customer account of the User and to prohibit any further use.

## 7. Liability of RSAG, liability of the User, insurance and behaviour in the case of accidents

7.1 The use of the elros rental pedelecs shall take place at the own risk of the User. RSAG recommends that the User take out a private third-party liability insurance.

7.2 Any theft of an elros rental pedelec must immediately be reported to the responsible police station by the User. Afterwards, the police file number must be notified to RSAG.

7.3 In the case of accidents which also involve other persons or third-party items besides the User, the User shall be obliged to immediately notify the responsible police station and RSAG.

7.4 In case of an accident and in case of theft, the damaged User shall have a duty to cooperate in investigating the cause of the damage. The User must agree with RSAG on the handover of the bicycle key.

7.5 The User shall be liable for damage due to the theft of or damage to an elros rental pedelec during the rental period up to a maximum amount of EUR 250. This limitation of liability shall not apply if the User is at fault for the damage in an intentional or grossly negligent manner. In the case of loss of the key for the frame lock, the User shall be liable in an amount of EUR 50. The User shall be liable for all costs or damage incurred by RSAG under a violation of the duties to cooperate stated in the clauses above.

7.6 RSAG shall be liable vis-à-vis the User for intention and gross negligence and in the case of injury to life, body or health for any type of negligence. In the case of other culpable violations of material contractual duties, for whatever legal ground, RSAG shall only be liable for the damage which is typical for the contract, i.e. foreseeable. In all other respects, the liability of RSAG shall be excluded.

7.7 RSAG shall not be liable in the case of unauthorised and/or illegal use of the elros rental pedelec and/or the parking box. In this case, the liability of RSAG for damage to the items transported with the elros rental pedelec shall also be excluded. RSAG shall not be liable for the impossibility of a reserved elros pedelec ride the cause of which is not at fault of RSAG.

## 8. Lost property

8.1 Lost property must immediately be handed over to RSAG in accordance with § 978 BGB.

8.2 Lost property found in the pedelec parking boxes of RSAG or at the elros rental pedelec shall be returned by the lost property office of RSAG to the person who lost such property against payment of a storage charge. No liability shall be accepted for lost property vis-à-vis the person losing the property until the property is handed over to the staff/lost property office.

The immediate return to the person who lost the property by the RSAG staff shall be admissible if such person can identify themselves as the person who lost property. The person who lost the property must confirm the receipt of the lost property in writing. The provisions of RSAG shall apply to the storage and administration of lost property.

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## Annexes

1. Currently valid price list
  2. Brief instruction on elros rental pedelecs & elros rental locations
  3. General data protection provisions for the use of the website [www.elros-leihen.de](http://www.elros-leihen.de)
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