



GENERAL TERMS AND CONDITIONS GOVERNING THE USE OF CITYBIKE WIEN ('TERMS - CBW')

These TERMS CITYBIKE WIEN shall apply between the Users of 'CITYBIKE WIEN' bicycles on the one hand and Gewista-Werbegesellschaft m.b.H. (hereinafter referred to as the 'Operator') on the other.

1. Registration

Before using 'CITYBIKE WIEN' bicycles for the first time, the User must register on the CB terminal. By registering, the User acknowledges his understanding and accepts the validity of

- these General Terms and Conditions;
- the instructions for use of the bicycles;
- when paying using the Citybike Card, the Terms CB-Card;
- when paying using an Austrian bank card, the Terms Bank Card;
- when paying using a credit card, the Terms Credit Card;
- when paying using a WienMobil card, the WienMobil Card Terms.

2. Application of Registration for another Citybike System of the Operator

When hiring a bicycle from a citybike system of the Operator other than Citybike Wien, the general terms and conditions governing the use of the respective other citybike system shall apply (e.g.: Terms CITYBIKE SALZBURG when hiring a CITYBIKE SALZBURG bicycle).

3. Hiring of a Bicycle and Conclusion of a Contract

The hire of a bicycle is effected by entering the access data at the CB terminal and releasing the bicycle from the locking device (the 'bikebox'). The hire of a bicycle shall establish a Usage Contract regarding the hired bicycle over a period of time to be chosen by the User, however for no more than 120 hours. This period shall commence with the hiring and terminate with the return of the bicycle to the bike station. The Operator may refuse the conclusion of a contract without statement of reasons.

4. Return

The return of the bicycle shall be effected solely at the appropriate bike stations by locking it onto the bikebox. The locking is indicated on the bikebox by a green light.

5. Rates

The User shall be liable to pay the following rates:

One-time registration fee: EUR 1.00

The following hourly rates are prices per commenced hour of one hire:

1st hour	.....	free of charge
2nd hour	.....	EUR 1.00
3rd hour	.....	EUR 2.00
4th – 120th hour	.....	EUR 4.00 per hour
Flat rate if period of 120 hours is exceeded	.....	EUR 600
Rate for bicycle found unlocked	.....	EUR 20.00

For an address outside of Austria, the User shall be liable to pay any accruing postal fees.

All amounts specified in the Agreement shall apply until further notice. The Operator shall be entitled to change these amounts any time. The Operator is obliged to give notice of any such changes in writing (at the Citybike Wien web site, www.citybikewien.at).

6. 15-Minute Waiting Period before Another Free Hour Commences

Any hiring of a bicycle within a period of 15 minutes after its return shall not be regarded as a renewed hire but as the continuation of the previous one.

7. Failure to Return the Bicycle within the 120-Hour Period

Should the bicycle not be returned within a period of 120 hours for any reason whatsoever, the hourly rates shall be replaced by a flat charge of EUR 600.00. The Operator shall nevertheless remain the owner of the bicycle.

8. Payment

Payment shall be possible only within the framework of the given options (Austrian bank card, credit card or SEPA direct debit). The one-time registration fee shall be due immediately, the hourly rates shall be payable at the time the bicycle is returned, and the flat rate shall be due upon termination of the 120-hour period. In the event of late payment, default interest of 8% p.a. as of the due date shall be deemed as agreed upon; any dunning and collection charges are for the account of and payable by the User.

9. Right of Utilisation

The User shall be entitled to use the bicycle himself exclusively for road transport, for non-commercial purposes, within the area of the City of Vienna, in compliance with the relevant rules of Road Traffic Regulations (*Straßenverkehrsordnung*).

It is therefore forbidden, in particular:

- to pass on the bicycle to third parties.

- to transport any other person on the bicycle.
- to use the bicycle outside the city limits of Vienna.
- to ride on pavements.
- to use mobile telephones while riding the bicycle.
- to use the bicycle under the influence of alcohol or other drugs.

In the event the User violates any provision of these General Terms and Conditions, the Operator shall be entitled to immediately collect the bicycle. In such a case, the time period charged shall terminate as soon as the Operator locks the bicycle onto a bikebox, which operation he must perform within a reasonable period of time.

10. User's Obligations

The User shall:

- immediately examine after hiring and before every use of a bicycle to see that it is in good running order and roadworthy and, should that not be the case, not use the bicycle but return it immediately as faulty (in which case the 15-minute waiting period in accordance with item 6 shall not apply).
- pay the hourly rate upon return of the bicycle in accordance with the mode of payment chosen at the time of registration (Austrian bank card, credit card or SEPA direct debit);
- treat the bicycle with reasonable care;
- notify the Operator (telephone no. +43 - 1 - 7980 777; www.citybikewien.at; kontakt@citybikewien.at) and the nearest police station immediately of the theft or loss of the bicycle and send a copy of the police report to the Operator by post;
- return the bicycle to one of the Operator's CB terminals after 120 hours at the latest;
- notify the Operator (phone no. +43 - 1 - 7980 777; www.citybikewien.at; kontakt@citybikewien.at) immediately of any damage caused to the bicycle during its usage period.

11. User's Liability

The User shall be liable for any and all damage caused by him to the bicycle. In addition, he shall bear sole liability for any and all damage to third parties caused by him while using the bicycle, and he shall indemnify and hold the Operator completely harmless in this respect.

12. Operator's Liability

The User shall bear the risk of use. The Operator shall solely be liable for the bicycles' maintenance at accepted intervals to ensure they are returned to good running and roadworthy condition within the framework of this maintenance work. As it is not possible for the Operator to inspect the bicycles each time they have been used, the Operator does not assume any liability whatsoever for the condition of the bicycles made available at the CB terminals. Rather, the User shall be responsible for satisfying himself of the good running order and roadworthiness of the hired bicycle (cf. item 10 "User's Obligations").

13. Saving Clause

Should any of the individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the other provisions hereof. In such a case, the parties to this Agreement undertake to replace the invalid provisions by such that meet their economic objectives.

14. Applicable Law and Jurisdiction

The Agreement between the Operator and the User shall be governed by Austrian law to the exclusion of the referral rules of Austrian Private International Law. Should a dispute of any kind whatsoever arise under or in connection with the Usage Contract, the Austrian court with substantive jurisdiction for Vienna Innere Stadt shall, to the extent permitted by law, have exclusive jurisdiction.

15. Scope of Application of these Terms and Conditions

The Terms CITYBIKE WIEN shall apply in the version published on the web site www.citybikewien.at. By entering his password at the CB terminal, the User accepts these Terms CITYBIKE WIEN as amended. Furthermore, any modifications or amendments to this Agreement shall be effective only if they have been made in writing; this shall also apply to any amendment to this formal requirement.