

GENERAL TERMS AND CONDITIONS OF USE OF THE GORENJSKA BIKE AUTOMATED BICYCLE RENTAL SYSTEM

Article 1 (SUBJECT-MATTER OF BICYCLE RENTAL SYSTEM SERVICES)

The system for the automated rental of bicycles in the region of Gorenjska is called Gorenjska Bike and it is a unified service provided by several municipalities. It allows for public self-service access to bicycles

The Gorenjska Bike rental and return stations are located in:

- the Municipality of Radovljica,
- the Municipality of Tržič,
- the Municipality of Naklo,
- the Municipality of Jesenice (with its local system called JeseNICE BIKES),
- the City of Kranj (with its local system called KRskOLESOM),
- the Municipality of Škofja Loka (with its local system called eKOLOka),
- the Municipality of Cerklje na Gorenjskem,
- the Municipality of Domžale (with its local system called DBajk),
- the Municipality of Preddvor,
- the Municipality of Bled.

The Annex to the General Terms and Conditions (ANNEX: List of stations) contains a list of all cycling stations, which may change during the year. Their locations (map of stations) are published on the website www.gorenjska.bike.

Each station has at least 8 bike locks, most of which are electrified and suitable for charging electric bikes.

Article 2 (CONTACT DETAILS)

Contact details of Gorenjska Bike system operators	Contact details of local Gorenjska Bike system managers	System maintenance	Contact details of the Gorenjska Bike call centre
Radovljica Municipality Gorenjska cesta 19 4240 Radovljica E: obcina.radovljica@radovljica.si T: 04 537 23 00		MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Tržič Municipality 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
Naklo Municipality 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
Jesenice Municipality Cesta železarjev 6 4270 Jesenice E: obcina.jesenice@jesenice.si T: 04 586 92 00	Local system JeseNICE BIKES Municipality of Jesenice Tourist information centre Jesenice (TIC Jesenice) Cesta maršala Tita 18 4270 Jesenice	Local system JeseNICE BIKES Zavod za šport Jesenice Ledarska ulica 4 4270 Jesenice T: 031 334 423 E:	Local system JeseNICE BIKES Zavod za šport Jesenice Ledarska ulica 4 4270 Jesenice T: 031 334 423 E:

	T: 04 586 31 78 E: info@visit.jesenice.si	zs.j.vzdrzevanje@siol.net Hours of assistance: Monday to Sunday from 8 am to 8 pm	zs.j.vzdrzevanje@siol.net Hours of assistance: Monday to Sunday from 8 am to 8 pm
Kranj Municipality Slovenski trg 1 4000 Kranj E: mok@kranj.si T: 04 237 30 00	Local system KRskOLESOM City of Kranj Zavod za turizem in kulturo Kranj Glavni trg 2 4000 Kranj T: 04 23 80 450 E: info@krskolesom.si Opening hours: every day between 9pm and 6pm MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika based in the Sustainable Mobility Centre, Cesta talcev 72, 4000 Kranj (v nadaljevanju CTM) T: 030 350 708 E: gorenjskabike@mobiln.si Opening hours: <u>Summer (1 April–30 Sept.)</u> Mon., Wed., Fri.: 8am– 4pm, Tue., Thu.: 10am–7pm, Sat.: 2x /month 8am–noon; <u>Winter (1 Oct.–31 March):</u> Mon., Wed., Fri.: 9am– 3pm, Tue., Thu.: 1pm–7pm, Sat.: 2x /month 8am–noon;	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03 Opening hours: 24 hours a day, every day
Škofja Loka Municipality Mestni trg 15 4220 Škofja Loka E: obcina@skofjaloka.si T: 04 511 23 00	Škofja Loka Municipality and Sora d.o.o. Development Agency, based at the Škofja Loka Tourist Information Point, Cankarjev trg 17 4220 Škofja Loka T: 04 517 06 00 E: info@visitskofjaloka.si Opening hours: Mon.–Fri. between 9am and 4pm Saturdays, Sundays and holidays between 9am and 1pm	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Cerklje na Gorenjskem Municipality 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	Call centre: T: 01 530 53 03

Domžale Municipality Ljubljanska cesta 69 1230 Domžale E: vlozisce@domzale.si T: 01 721 07 87	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika based at the DBajk Info Point, Mestni trg 1, 1230 Domžale T: 040 416 656 E: gorenjskabike@mobiln.si Opening hours: from Monday to Friday between 10am and noon and 2pm– 5pm and on Saturdays between 9am and 1pm	MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Preddvor Municipality Dvorski trg 10 4205 Preddvor E: obcina@preddvor.si T: 04 275 10 00		MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03
Bled Municipality Cesta svobode 13 4260 Bled E: obcina@bled.si T: 04 575 01 00		MM IBIS d.o.o. Stara cesta 5 1360 Vrhnika	Call centre: T: 01 530 53 03

Article 3 (INTRODUCTORY PROVISIONS)

The terms used in the General Terms and Conditions have the following meanings:

“System” is the Gorenjska Bike automated bicycle rental system;
 “General terms and conditions” are the rules for using the automated bicycle rental system;
 “Operator” of the system is each municipality as the provider of the system’s services;
 “System Manager” is the legal entity that manages the system and is selected by each operator as the administrator of the system services;
 “Local Manager” is the administrator of the local systems JeseNICEbikes, KRskoLESOM, eKOLOka and DBajk;
 “Call centre” is the centre where users can call for additional information and assistance in case of bike theft, damage or breakdown of bicycles, or problems with the use of the Gorenjska Bike system;
 “User” means a person who uses the system’s service and has a user account;
 “Application form” is the form for creating a user profile (REGISTRATION) and an access to purchasing the package;
 “Registration” is the process of creating a user account and acquiring a username and password and, optionally, a user card and the associated PIN number to access the Gorenjska.bike services;
 “E-registration” is the process of creating a user account online or with a mobile application;
 “E-payment” is the process of online payment or digital payment;
 “Instructions” are instructions for use of the system’s services;
 “System maintainer” is a person who provides technical maintenance of the system’s bicycles and stations (urban equipment);
 “Consent” is the consent of a parent or a legal representative of a minor;
 “Period of use” of the system’s services is the period of access to the system’s services, annually published by the System Manager on the website www.gorenjska.bike;
 “Package” is a combination of services of the Gorenjska Bike system chosen by the user;
 “Station” is the location where the bicycles, terminal, locks are located and where the user logs in to the system to rent and return a bicycle;
 “Account” is a user profile created at the registration and is a condition for selecting a package;
 “Card” means the user card that a user can receive when registering in person at certain offices of the Local Managers or subsequently request in the case of e-registration;
 The “mobile application” MOBILN.SI is the official mobile application available for smart devices with operating systems based on Android and iOS.

The General Terms and Conditions define the conditions of use of the system and the obligations of the Manager and the User. The General Terms and Conditions become valid and binding on all users of the

system services by signing the application form with statement that they agree to them. When registering online, instead of signing, the user confirms his/her acceptance of the General Terms and Conditions by ticking the checkbox and guarantees the authenticity of the personal data entered. In case of disagreement with the General Terms and Conditions, the registration cannot be completed by payment. When registering online, instead of signing, the user confirms their acceptance of the General Terms and Conditions by ticking the checkbox and guarantees the authenticity of the personal data entered. In case of disagreement with the General Terms and Conditions, the registration cannot be completed with the payment.

The General Terms and Conditions are binding on the contracting parties as contractual provisions, in accordance with Article 120 of the Code of Obligations (Official Gazette of the Republic of Slovenia No 97/07 – official consolidated text, 64/16 – Constitutional Court decision and 20/18 – OROZ631). The General Terms and Conditions are published on the website www.gorenjska.bike.

The system operator reserves the right to change or amend the general conditions. Unless otherwise specified, the amended General Terms and Conditions enter into force on the day of their publication on the system operator's website: www.gorenjska.bike. Users are notified about the change or amendment by e-mail or by a notification on the terminal screen when they log in.

Article 4 (DEFINITION OF SYSTEM COMPONENTS)

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

Parts of the station are:

- Self-service terminal with LCD touch screen, through which the user logs in, rents a bike and has access to their user profile and map of the system with information about the occupancy of the stations;
- Below the LCD screen is a card reader;
- The terminal connects and communicates with the server and together with other stations it forms the system for an automated rental of bicycles;
- Urban furniture is the rack and parts of the station that form the frame and carry the locks and boards;
- The locks (at least 8 in each station) are box-shaped, their function is to securely lock the bicycles and they are evenly distributed over the long carrier rack that is part of the urban furniture. There is a silver button on each lock that a user has to press before taking the bike out of the lock. In each lock, there is room for one bicycle. Almost all of the locks are suitable for charging electric bicycles..

The bicycle racks as well as the bicycles are numbered. At each station, the locks are numbered consecutively from 1 to 8, from 1 to 10, from 1 to 15 or from 1 to 20, depending on the total number of locks at each station.

The bicycles are marked with a serial number and an additional marking. Each municipality owns a certain number of marked bicycles. The mark consists of two letters representing the municipality (KR – Kranj, JE – Jesenice, NA – Naklo, RA – Radovljica, TR – Tržič, SL – Škofja Loka, CG – Cerklje na Gorenjskem, BL – Bled, DO – Domžale, PR – Preddvor), followed by the four-digit number of the bicycle and the type of the bicycle (N – regular, E – electric). Here are some symbolic examples of bicycle codes: RA0015E, NA0023N, TR0058E, JE0017E, KR0230N, SL0014E, CG0004E, BL0012N, PR0003E.

The mobile app MOBILN.SI is indirectly part of the system, as it enables system users to rent bicycles at stations, to have a view of the stations, acquire information about the availability of bicycles in the system, and view their user profile. Existing users of the system enter their valid username and password to login to the application and access the system services.

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

A user can register:

- a) on the official website www.gorenjska.bike,
- b) via the MOBILN.SI mobile app,
- c) during office hours in person at the headquarters of the local system managers (SMC Kranj – Municipality of Kranj, TIC Škofja Loka – Municipality of Škofja Loka, Dbajk Info Point – Municipality of Domžale) and TIC Radovljica, TIC Cerklje na Gorenjskem and TIC Preddvor by presenting an ID and filling in a declaration form with true data, which the user guarantees with their signature. In the municipalities of Naklo, Jesenice, Tržič and Bled, registration in person is not possible.

Registration will be successful only after the user agrees to the General Terms and Conditions and pays for the package you have chosen.

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

The user undertakes to notify the System Manager of any changes to their data within 8 days at the latest. This may be done by e-mail or at the System Manager's office.

In the case of registration in person with the local Manager, the user must present a valid identity document with the completed and signed declaration form for inspection. In the case of online registration, the user shall confirm his/her identity when making the online payment and shall guarantee the authenticity of the personal data entered.

Any natural person over 14 years of age can be a user of the system's services. For persons under the age of 18, a user account has to be created by their parents or legal guardians, who are obliged to inform the system manager that the user of the services will be a person under the age of majority, to provide their personal data and to sign a consent form.

Registration is also possible on the website www.gorenjska.bike or with the mobile application MOBILN.SI. In the case of an e-registration of the user account, the payment for the package has to be made online (e-payment). Users who complete such e-registration will receive all the information that is necessary to use the system by e-mail, which they indicate at the time of registration. In the event of incomplete registration, the user will be asked to complete it. If a user fails to submit the complete information in time or if their added information is inadequate or inappropriate, the system manager may reject the application in accordance with the General Terms and Conditions, refuse the registration and prevent further use of the system and subsequently remove the user account.

In the case of an e-registration where a minor creates an account without the knowledge or consent of his/her parent or legal guardian, or where an account is created for a person under the age of 14, the system manager may immediately disable such user's access to the system and their further bicycle rental and subsequently remove the user's account.

Upon successful completion of registration, the user will receive a username and password to use the system and the selected package. When registering with KRskOLESOM, eKOLOka and DBajk, the user may, at their express request, additionally obtain a user card and PIN code for accessing the system by means of such card which they pick up at the headquarters of the system managers or receive by post.

A correctly completed registration form, a user name and password, as well as the mobile app, enable the user, by paying the corresponding package, to rent a bicycle within the system in accordance with the general rules and conditions of use and to return the bicycle to any chosen station.

After the expiry of the package, the user still has an active user account, but no possibility to rent bikes. To continue using the system and renting bicycles, they have to purchase or renew the expired package or buy one of the other packages available.

Article 6 (SERVICE AVAILABILITY)

The use of the services of the Gorenjska Bike system is subsidised in order to promote sustainable mobility. Upon successful registration, the user receives a username and password, which are not transferable, for access to the user account. Users may also receive a user card and PIN when registering at the local systems KRskOLESOM, eKOLOka and Dbajk.

The fee for the user packages covers part of the costs of maintenance and repair of the system and its equipment.

The system is maintained by the system managers and local managers so that it is accessible 24 hours a day during the period of official operation of the system service. The exception is force majeure.

The system managers are not liable for any occupancy or unavailability of bicycles at individual stations of the system. In the event of lock occupancy, the user is obliged to arrange for the safe storage of the bicycle or to take the bicycle to a station with an available lock, as shown on the digital maps (on the terminal, website or mobile app).

After having purchased a package, the user can start using the system immediately and use it all days of the week, subject to a time limit (daily or weekly, depending on the package): for the annual and monthly packages, there is a daily limit of a maximum of 120 minutes or 2 hours (hereafter referred to as "time availability") per day, every day; for the eKOLOka 1 day package, there is a limit of 480 minutes, or 8 hours per day, during the validity period of the package; for the other packages, there is a weekly limit of 840 minutes or 14 hours per week.

The daily time that is available can be used continuously or during several rentals for a shorter period of time. If a user uses all the time available on the current day (daily limit), they are not able to use the service until the following day, when the initial number of minutes (120 minutes) is restored. This does not apply to persons acting in breach of the General Terms and Conditions. Also for packages that have a weekly limit and where the initial number of minutes is restored each week.

The system is operating on a seasonal basis for the current year, from the spring to the winter months. In the winter season, with the arrival of prolonged low temperatures, the operators may, until the arrival of the spring season, bring all the bikes to storage and shut down the system or at least significantly reduce the number of bikes in the system. If the number of bicycles is reduced during the winter period, access to electric bicycles will be blocked. Users will be informed of the start and end of the season by e-mail.

Article 7 (PRICES AND PAYMENT METHOD)

The system operators offer the following packages according to the current price list of the Gorenjska Bike bike rental system:

1. Annual package (valid for one year from the date of purchase)
It covers the rental and parking of bicycles at all Gorenjska Bike stations.
Annual package: €25
The package allows the rental of electric and regular bikes, subject to availability.
Daily usage limit – 120 minutes or 2 hours
2. Monthly package (valid for one month from the date of purchase)
It covers the rental and parking of bicycles at all Gorenjska Bike stations.
Monthly package: €10

3. 3-day package (valid for 3 days)
It covers rental and return at all Gorenjska Bike stations. The package is activated with the first rental that has to be made within 24 hours of the purchase of the package.
3-Day Package: €3
The package allows the rental of electric and regular bicycles, subject to availability.
Limit of use – 840 minutes or 14 hours during the duration of the package.
The package allows the rental of electric and regular bikes, subject to availability.
Daily usage limit – 120 minutes or 2 hours.
4. JeseNICE bikes package (valid for one year from the date of purchase)
Bicycles can only be rented at stations located in the municipality of Jesenice but they can be returned also at other stations of the Gorenjska.bike system.
JESENICE bikes package: €10
The package allows the rental of electric and regular bikes, subject to availability.
Weekly usage limit – 840 minutes or 14 hours.
5. eKOLOka basic annual package (valid for one year from the date of purchase)
Bicycles can only be rented at stations located in the municipality of Škofja Loka but they can be returned also at other stations of the Gorenjska.bike system.
eKOLOka annual regular package: €12,50
The package allows the rental of regular bikes subject to availability.
Weekly usage limit – 840 minutes or 14 hours.
6. eKOLOka basic monthly package (valid for one month from the date of purchase)
Bicycles can only be rented at stations located in the municipality of Škofja Loka but they can be returned also at other Gorenjska.bike stations.
eKOLOka annual regular package: €5
This package allows the rental of regular bikes subject to availability.
Weekly usage limit – 840 minutes or 14 hours.
7. eKOLOka 1 day package (valid for 1 day)
Bicycles can only be rented at stations located in the municipality of Škofja Loka but they can be returned also at other stations of the Gorenjska.bike system. The package is activated with the first rental that has to be made within 24 hours of the purchase of the package.
eKOLOka 1 day package: €1
The package allows the rental of electric and regular bikes, subject to availability.
Limit of use – 480 minutes or 8 hours during the validity of the package.

In case of loss, users will be charged for reissuing the card, according to the current price list. Payment for such reissue of the card can only be made at the headquarters of the local managers: KRskOLESOM, TIC Radovljica, TIC Škofja Loka and the Dbajk Info Point.

Payment for the purchase of the package is possible in case of e-registration of the user account by e-payment, and in case of registration at a physical point in person at the headquarters of the local KRskOLESOM managers (payment for a package is only possible in cash at the Tourism and Culture Board Kranj and at the TIC Predvor, while payment cards are accepted as well at SMC and TIC in Cerklje na Gorenjskem), at TIC Radovljica, TIC Škofja Loka and at the Dbajk Info Point (cashless payment).

In the event of a system failure or termination of use of the system by the user, the amount paid for the package is non-refundable.

Price changes are effective from the date of the change. All prices include VAT.

The Municipality of Kranj, as the operator of the local KRskOLESOM system, may, by resolution, determine the number of free promotional packages for the KRskOLESOM bicycle rental system each year for the purpose of promoting mobility and tourism in the Municipality of Kranj. The right to use the free promotional package for the KRskOLESOM system may be obtained by interested tourists (natural persons) staying in tourist accommodation in the municipality of Kranj, for the duration of their stay in Kranj, by registering at the Kranj Tourism and Culture Board, which must keep records and report to the

operator.

With the free promotional package for the KRsKOLESOM bike rental system, bike rental is only possible at stations located in the municipality of Kranj but the bikes can also be returned at other Gorenjska Bike stations.

Article 8 (USE OF THE SYSTEM)

Short instructions for renting and using bicycles:

- Choose the bike you wish to rent and make sure it is functioning flawlessly.
- Access the computer terminal with the LCD screen and tap on the screen to start. Select the language for communication and follow the instructions. The Gorenjska Bike system can be used by logging in at the terminal with a user card or by entering your username and password or by entering them in the mobile app.
- Follow the on-screen instructions to rent bicycles or use other services.
- If you decide to rent a bike, wait for the system to check all the locks and let you know which bikes are available. It will provide you with the bicycle lock numbers available to you.
- Once you have selected one of the bikes, wait for the system to process your selection and confirm it. We recommend that you first check if the bike is in good condition and only then select it.
- After confirmation, you have 20 seconds to access the lock in which the selected bike is located and press the silver button, that will flash green, to unlock.
- After having pressed the button, hold the bike by the seat with one hand and the handlebars with the other hand, and with one movement, gently push the bike forward first and then pull it back to remove it from the lock.
- If you fail to remove the bike from the lock for any reason, push and dock the bike firmly back into the lock, make sure it is locked and repeat the rental process from the beginning.
- After a successful rental and after your ride, you simply, just harder this time, push and dock the bike back into the lock. Before leaving, always make sure that the bike is actually locked, that it cannot be pulled out of the lock. If you have successfully locked the bike, the button on the lock will light up blue and this is a sign that your rental is concluded.
- If the button on the lock is lit red, this is a warning that you have not docked the bicycle correctly, probably you have not pushed it all the way into the lock. You have to repeat the process of returning it by pushing it into the lock in a straight line. Should all locks be occupied on your arrival or should there be no free bikes at the station please wait until the arrival of the maintenance service or go to the next station.
- In case of system failure, please call the technical assistance number, or if you have any problems with registration or administrative issues, please call the information line. Up-to-date contacts are published on the official website www.gorenjska.bike.

Article 9 (USER'S DUTIES)

A user is obliged to use the services of the system with due care, prudence and diligence and in accordance with the General Terms and Conditions. Users are obliged to supervise the bicycle they have borrowed throughout the duration of each rental. They are obliged to treat the bicycle in such a way that the possibility of damage, destruction or disappearance is minimised. When using the bicycle, a user of the system who is under 18 years of age has to wear a bicycle helmet, which they are obliged to provide themselves. The user is obliged to inform the administrator immediately if their card is lost or stolen. By signing the registration form, the user accepts the General Terms and Conditions and agrees that in the event of a breach of the General Terms and Conditions, the Operator has the right to charge the user in accordance with Article 12 of the General Terms and Conditions.

As users are responsible for the bicycle from collection to return, they are obliged to inspect the most important parts of the borrowed bicycle before using it, in particular:

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

If the User finds that the bike is not in good technical condition or is damaged in any other way, they immediately have to notify the System Maintenance on 01 530 53 03 or the local system maintenance of the JeseNICEbikes System, the Sports Institute (Zavod za šport) on 031 334 423, otherwise it will be assumed that the damage occurred during their use of the bike.

If it is established that the use of the bicycle is in breach of the General Terms and Conditions, the User must return the bicycle immediately after being requested to do so by the System Manager.

Article 10 (RESTRICTIONS ON THE USE OF SERVICES)

The user may not lend, rent, assign or use their username and password, user card and PIN code or the rented bicycle in any other way than as stated in these General Terms and Conditions. Any such conduct is considered a serious breach of these General Terms and Conditions, it is punishable under Article 12 of these General Terms and Conditions and may also be sanctioned by the suspension or cancellation of the user account and the applicable package and the unilateral termination of the contract without refund of the purchase costs. In such a case, the user will consequently be denied the possibility of creating a user account again in the current year.

When using and accessing Gorenjska.bike services via the connected platform – the Mobiln.si app, there are additional restrictions in order to identify and prevent sharing of the user account and access to the Gorenjska.bike system with other persons. The technical verification mechanisms when using the Mobiln.si mobile application record the brand and model of the mobile device on which the Mobiln.si application is installed and in which the user is logged in. The data is linked to the user's account. If a user logs in to their account via the Mobiln.si mobile application from different devices 3 or more times in a two-month period, they will automatically be banned from further use and must report to the system manager. In the event of any breaches found, the system manager may proceed in accordance with Article 12 of the General Terms and Conditions.

If damage occurs while the bike is being rented, the user or the owner of the card used to rent the bike is liable for the damage.

The user is responsible for the borrowed bicycle and the user account details that allow access to the system and is thereby responsible for complying with the General Terms and Conditions.

The User has the right and the duty to use the bicycle appropriately in accordance with the General Terms and Conditions. Appropriate use excludes in particular the following:

- use contrary to the applicable road safety legislation;
- use of the bicycle in conditions which may lead to damage to the bicycle;
- any transport of a third party by any means;
- use of the bicycle in such a way as to endanger the user or a third party;
- any dismantling or attempted dismantling of the locks, the whole bicycle or its individual parts and devices;
- riding the bicycle on unmaintained surfaces and surfaces unsuitable for urban bicycles,
- any improper use of the bicycle, including loading the bicycle with a load of more than 200kg and of more than 5kg in the basket.

Access to the service or use of a bicycle which is part of the system is prohibited for all minors under 14 years of age, whether accompanied or unaccompanied.

The Operator reserves the right to suspend the operation of the system for a limited period of time in the event of major and extensive damage to the bicycle system or components or in the event of

When using and accessing Gorenjska.bike services via the connected platform – the Mobiln.si app, there are additional restrictions that help identify and prevent sharing of the user account and access to the Gorenjska.bike system with other persons. The technical verification mechanisms when using the Mobiln.si mobile app record the brand and model of the mobile device on which the Mobiln.si application is installed and in which the user is logged in. This data is linked to the user's account. If a user logs in to

their user account via the Mobiln.si mobile app from different devices 3 or more times in a two-month period, they will automatically be blocked from further use and will have to contact the system manager. In the event that a violation is identified, the system manager may proceed in accordance with Article 12 of the General Terms and Conditions.

If damage is caused while a bicycle is being rented, the user or the owner of the card used to rent the bicycle shall be liable for the damage.

A user is responsible for the rented bicycle and for the user account details which allow access to the system and thereby has to assume the responsibility to comply with the General Terms and Conditions.

A user has the right and the duty to use the bicycle appropriately in accordance with the General Terms and Conditions. Appropriate use excludes in particular the following:

- use contrary to the applicable road safety legislation;
- use of the bicycle in conditions that may lead to damage to the bicycle;
- any transport by any means of a third party;
- using the bicycle in such a way as to endanger the user or a third party;
- any dismantling or attempted dismantling of the locks, the entire bicycle or its individual parts and devices;
- cycling on unmaintained surfaces and surfaces unsuitable for urban bicycles;
- any improper use of the bicycle, including loading the bicycle with a load of more than 200kg and the basket with a load of more than 5kg.

Access to the service or use of a bicycle which is part of the system is prohibited for all minors under 14 years of age, whether accompanied or unaccompanied.

The system operator reserves the right to suspend the access to the services of the system for a limited period of time in the event of major and extensive damage to a bicycle or to system components or in the event of major technical malfunctions.

Article 11

(RESPONSIBILITIES OF THE CONTRACTING PARTY AND THEIR DECLARATIONS)

A user shall be liable for any damage caused during the use of the bicycle and shall be obliged to compensate for such damage.

The legal representatives of a minor user are liable and obliged to compensate for any damage caused directly or indirectly by the minor user through the use of the service.

Any rental exceeding the usage limit (the usage limit is defined for each package separately), e.g. in the case of an annual or monthly package, a daily limit of 2 hours or 120 minutes (the time limit starting from the moment the bike is rented), shall be considered as disposing of the bike until the bike reappears. In the event that a bicycle is stolen during a user's rental, this user is obliged to immediately report the disappearance of the bicycle to the phone number 01 530 53 03 or 031 334 423 (for the local Jesenicebikes system) and to provide a written statement to the system administrator within 14 hours, which should include full details of the incident. The system owner will then report the bike to the police as stolen; the user will not be allowed to rent bikes until the procedure is completed.

In the event of an accident and/or damage incident involving a bicycle, the user is obliged to report all facts related to the accident or damage incident to the number indicated in the previous paragraph and, if necessary, follow the instructions of the Gorenjska Bike staff. The bicycle remains the responsibility of the user until it is locked in the bicycle lock at the station or until it is handed over to the system operator or maintenance staff.

Users use the system at their own risk. The operator is not liable for any injuries sustained by the user while using the bicycle.

After taking delivery of the bicycle, the user is liable for all acts committed with the bicycle that belongs to

the system and for all material and non-material damage caused to them or to third parties by the use of the bicycle.

Article 12 (VIOLATIONS)

In the event of minor damage to the bicycle and/or its parts resulting from normal use, the system operator does not claim any compensation from the user after whose use the damage was discovered. Minor damage is deemed to be damage to the bicycle resulting from normal use of the bicycle (broken inner tube, damage to lights, bell, etc.) and should not exceed €50 according to the current price list for repairs by the system maintenance. For all other damage, the operator may claim compensation from the user after whose use the damage was detected according to the current price list of the system maintenance, and impose a contractual penalty in accordance with the present Article.

In the event of serious damage to the bicycle and/or equipment at the stations exceeding €50, the user will be obliged to compensate the system operator for the actual damage incurred, including the cost of repairs, which will be calculated in accordance with the current price list of the system maintenance company.

In the event of damage to the bicycle and/or the equipment at the stations which makes it impossible to continue using the bicycle, or in the event of the bicycle being stolen, the user will be liable to pay the system operator a contractual penalty of €900 (nine hundred euros) for a regular bicycle and €3000 (three thousand euros) for an electric bicycle. This is to be considered as a serious infringement, which shall be sanctioned by excluding the user from the use of the system for the current season.

If damage is caused to the bicycle and/or the system during use of the bicycle by a third party to whom the user has granted access, the user or the owner of the user account shall be liable for the damage.

In the case of minor breaches of the General Terms and Conditions, the user will receive a warning or an administrative penalty prohibiting and preventing further bicycle rental for a period of between 1 (one) week and 1 (one) year, depending on the number violations and their severity.

Administrative penalties are penalties issued by the system manager or a local system manager. These penalties are not of a financial nature and only affect the rights and access of the user within the Gorenjska.bike system.

Administrative penalties are issued by the system manager for frequent minor violations of the General Terms and Conditions, for the failure to follow direct instructions from the system staff, failure to respond to requests for clarification from the system manager and for abusive or inappropriate behaviour towards the Gorenjska.bike system staff (administrators, maintenance staff).

In case the system manager detects frequent exceedances of the available time, they may issue a warning or an administrative penalty.

In the event of exceeding the available daily usage time (2 hours per day for packages with a daily limit and 14 hours per week for packages with a weekly limit) and in the event that the user does not return the bike after the expiry of this time, the system manager will:

- upon expiry of the time available, request the user to return the bicycle to the system immediately ;
- after a total of 3 hours have elapsed since the automated message was received or since the system manager's telephone call to return the bicycle was unsuccessful, the user's access to the system will be revoked and blocked;
- after 14 hours have elapsed since the blocking of access to the system, the bicycle will be reported as stolen, the theft will be reported to the police and dealt with in accordance with the legislation in force in the Republic of Slovenia.

For annual and monthly packages where a daily limit of 2 hours per day applies and in the case of frequent exceeding of the available daily usage time (2 hours) for:

- two (2) consecutive days
- three (3) times in one week,

the system manager may order a temporary ban on the use of the system from one (1) week to one (1) month.

In the cases mentioned above and in the event that the user does not respond to the system manager's requests, this is to be considered a serious breach of the General Terms and Conditions and the user will accordingly be prevented from further access to the system.

Only a person who is registered for a particular user account has access to the user account or to renting the bikes. Sharing access with third parties (family members, friends, relatives, classmates, etc...) is strictly forbidden and a penalty is imposed for any such violation detected. Sharing access with third parties is also considered to be irresponsible handling of login data, where the user uses the same data for other digital services and shares it with third parties.

In the event of sharing access to the system (if a user gives their card or username or a rented bike to a third party, thereby enabling them to use system), the user is liable to a contractual penalty of €100 (one hundred euros) and will be banned from using the system for a period of 4 (four) months.

Users who do not lock their bicycle in the lock (according to Article 8 of these General Terms and Conditions) or do not lock it at all, are considered to use the bicycles irresponsibly and they are liable to a fine of €80 (eighty euros) for an unlocked regular bicycle and €150 (one hundred and fifty euros) for an unlocked regular bicycle, which is to be paid to the municipality which owns the bicycle. In the event of theft, the user may be held liable for negligent handling of the bicycle.

In the event that the system manager deems that a user knowingly and intentionally violates these General Terms and Conditions despite having been warned that the registered user is under 14 years of age, or if they repeatedly cause serious or intentional damage to the system equipment during use and continue to do so despite being sanctioned, the user is to be banned from further use of the system. If such user circumvents the prohibition to use the system by creating a new account or by using accounts of other users, these accounts will also be disabled and a fine of €500 (five hundred euros) will be issued to the original offender.

Article 13 (PROTECTION OF PERSONAL DATA)

In accordance with the General Data Protection Regulation (GDPR), all Users acknowledge that, for the purpose of operating the Gorenjska Bike system and pursuing any legal claims, they authorize the system managers to collect, access, process and store the personal data they provided at registration and that are necessary for the operation and your use of the system. These data are:

1. first and last name,
2. address (permanent/temporary address),
3. place, country,
4. information about the user's identity document,
5. date of birth,
6. telephone number,
7. e-mail address,
8. username,
9. user card number,
10. time and place of bike rental – details of the rental (which bike, at which station and at what time),
11. time and place of return of the bicycle - details of the individual rental (which bicycle, at which station and at what time),
12. use of funds and the current balance of the account (currency is time),
13. subscription violations – exceeding the time allowed for weekly use,
14. additional administrator's comments can be created next to the user profile, visible only to staff with authorised access, to facilitate operation and prevent misuse (e.g. comments such as card losses, frequent rule violations, frequent minor damage to the bicycles in use, etc.),
15. comments sent by the user (at a stations, the user can send a message to the operator, an option to be found under Contact, ranging from compliments, complaints or damage reports),

16. name and surname of the minor,
17. name and surname of the legal representative,
18. address of the legal representative,
19. place of residence of the legal representative,
20. date of birth of the legal representative,
21. telephone number of the legal representative,
22. e-mail address of the legal representative,
23. receipt of payment via the UJP payment account (if payment has been made in this way),
24. brand and model of the device if using the Mobiln.si mobile app.

The above personal data will be stored for 12 months after the expiry of the Gorenjska Bike package, with the exception of the data on individual rentals which will be stored 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 rental system, users have to give a special consent.

The municipality will allow the processing or transfer of personal data exclusively to the following authorised users (authorised employees of the municipality, authorised persons processing personal data with the municipality's contractual processor, persons authorised to access personal data within the framework of the law or by-laws). The municipality does not use automated decision-making nor profiling.

Operator of the Gorenjska Bike rental system	Data Controller and Data Protection Officer	Personal data processors
Radovljica Municipality 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 within the scope of the Gorenjska Bike service, system maintenance staff at MM IBIS d.o.o..
Tržič Municipality Trg svobode 18 4290 Tržič E: obcina@trzic.si T: 04 59 71 510	Tržič Municipality Trg svobode 18 4290 Tržič E: obcina@trzic.si T: 04 59 71 510 Pooblaščen oseb za varstvo osebnih podatkov: Denis Balažič, Intelektum	Employees of the municipal administration who perform tasks within the scope of the Gorenjska Bike service, system maintenance staff at MM IBIS d.o.o..
Naklo Municipality Stara cesta 61 4202 Naklo E: glavna.pisarna@obcina-naklo.si T: 04 277 11 00	Virtuo d.o.o., Prušnikova ulica 4, 1000 Ljubljana E: info@virtuo.si Pooblaščen oseb: Petja Šega	Employees of the municipal administration who perform tasks within the scope of the Gorenjska Bike service, system maintenance staff at MM IBIS d.o.o..
Jesenice Municipality Cesta železarjev 6 4270 Jesenice E: obcina.jesenice@jesenice.si T: 04 586 92 00	Virtuo d.o.o., Prušnikova ulica 4, 1000 Ljubljana E: info@virtuo.si Pooblaščen oseb: Petja Šega	Employees of the municipal administration who perform tasks within the scope of the Jesenicebikes service, the local system maintenance at the Jesenice Sports Institute system and the system supervisors at MM IBIS d.o.o..
Kranj City Municipality Slovenski trg 1 4000 Kranj E: mok@kranj.si T: 04 237 30 00	Zavod za turizem in kulturo Kranj Glavni trg 2 4000 Kranj T: 04 23 80 450 E: info@krskolesom.si	Employees of the Tourism and Culture Board Kranj who perform tasks within the scope of the KRskolesom service, system maintenance staff at MM IBIS d.o.o..
Škofja Loka Municipality Mestni trg 15 4220 Škofja Loka E: obcina@skofjaloka.si T: 04 511 23 00	Sora d.o.o. Development Agency, Škofja Loka Tourist Information, Cankarjev trg 17 4220 Škofja Loka T: 04 517 06 00 E: info@visitskofjaloka.si Opening hours: Mon.–Fri. between 9am and 4pm Saturdays, Sundays and holidays	Employees of the municipal administration who perform tasks within the scope of the eKOLOka service, Gorenjska Bikes system manager, system maintenance MM IBIS d.o.o..

	between 9am and 1pm	
Cerklje na Gorenjskem Municipality 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: info@virtuo.si	Employees of the municipal administration who perform tasks within the scope of the Gorenjska Bike service, system maintenance staff at MM IBIS d.o.o..
Domžale Municipality Ljubljanska cesta 69 1230 Domžale E: vlozisce@domzale.si T: 01 722 01 00	Domžale Municipality Ljubljanska cesta 69 1230 Domžale Pooblaščenca oseba: Alja Sitar	Employees of the municipal administration who perform tasks within the scope of the Dbajk service, system maintenance staff at MM IBIS d.o.o..
Preddvor Municipality Dvorski trg 10 4205 Preddvor E: obcina@preddvor.si T: 04 275 10 00	/	Employees of the municipal administration who perform tasks within the scope of the Gorenjska Bike service, system maintenance staff at MM IBIS d.o.o..
Bled Municipality Cesta svobode 13 4260 Bled E: obcina@bled.si T: 04 575 01 00	/	Employees of the municipal administration who perform tasks within the scope of the Gorenjska Bike service, system maintenance staff at MM IBIS d.o.o..

The municipalities will not transfer your personal data to a third country (outside the EU).

A user has the following rights with regard to their personal data:

- right of access to the data,
- right to erasure ("right to be forgotten"),
- right to rectification,
- right to restriction of processing,
- right to data portability,
- right to object (including the right to complain to the Information Commissioner and to judicial redress).

A user may at any time revoke the declaration of consent given in accordance with the first paragraph of this point, either in person at the headquarters of the system manager or in writing. This is when the registration form with the declaration ceases to be valid, as does the user account.

Article 14 (DISPUTE SETTLEMENT)

The law of the Republic of Slovenia applies to these General Terms and Conditions. Any disputes regarding the implementation and consequences of the General Terms and Conditions will be resolved amicably by the manager and the user. If the dispute cannot be resolved in this way, the District Court in Kranj has material and territorial jurisdiction to resolve disputes.

Article 15 (WITHDRAWAL FROM THIS CONTRACT)

A user may withdraw from the contract at any time without having to state the reasons for this. They have to notify the system manager or the local system manager (in the municipality where the user was originally registered) either in person, where the resignation must be made in writing, or in writing by e-mail or mail.

The system manager may also request a user's withdrawal from the contract in the case of a serious breach by the user.

Upon withdrawal from the contract, the amount paid will not be refunded and the user expressly agrees with this.

Article 16
(MODIFICATION OF THE GENERAL TERMS OF ACCESS AND USE)

Users will be automatically notified via email of any changes to these General Terms and Conditions. The changes will also be published on the website www.gorenjska.bike.

The general terms and conditions of the Gorenjska Bike automated bicycle rental system, as well as any amendments thereto, apply in full to the individual local bicycle rental systems within Gorenjska Bike (JeseNICE BIKES, KRskOLESOM, eKOLOka, Dbajk).

Article 17
(ACCESS TO GORENJSKA BIKE SERVICES THROUGH LINKED PLATFORMS)

In the event of using the services and accessing the Gorenjska Bike system via the official MOBILN.SI mobile application, a user is subject to all the general terms and conditions of access and use of the system set out in this document.

When accessing and using the system, users of the CeKR service have the option of

- Simplified registration in the Gorenjska.bike system with the CeKR identity,
- Linking an existing Gorenjska.bike account with a CeKR identity.

Article 18
(CONSEQUENCES)

Consequences of non-compliance with these General Terms and Conditions are borne by the user.

Kranj, dated
No.: 430-8/2017-444
Municipality of Kranj
Mayor
Matjaž Rakovec

Jesenice, dated
No.: 322-24/2020-__
Municipality of Jesenice
Mayor
Peter Bohinec, M.Sc.

Naklo, dated
No.: 430-0020/2024
Municipality of Naklo
Mayor
Ivan Meglič

Tržič, dated
No.: 430-0036/2024
Municipality of Tržič
Mayor
Peter Miklič

Radovljica, dated
No.: 370-0001/2020
Municipality of Radovljica
Mayor
Ciril Globočnik

Škofja Loka, dated
No.: 3719-0009/2022
Municipality of Škofja Loka
Mayor
Tine Radinja

Cerklje na Gorenjskem, dated

No.: 371-044/2022

Municipality of Cerklje na Gorenjskem

Mayor

Franc Čebulj

Domžale, dated
No.: 371-0006/2024
Municipality of Domžale
Mayor
Renata Kosec, M.Sc.

Preddvor, dated

No.:

Municipality of Preddvor

Mayor

Rok Roblek

Bled, dated
No.:
Municipality of Bled
Mayor
Anton Mežan

ANNEX – List of stations

KRANJ

1. Kranj – City Library (20 locks)
2. Kranj – Huje car park (20 locks)
3. Kranj – Planina otok (20 locks)
4. Kranj – Športni center (20 locks)
5. Kranj – Šorlijevo naselje (20 locks)
6. Kranj – Central pharmacy
7. Kranj – Planina I
8. Kranj – Planina III
9. Kranj – Zlato polje
10. Kranj – Health centre
11. Kranj – Water tower
12. Kranj – Čirče I
13. Britof – Britof
14. Kranj – Klanec
15. Kranj – Kulturni dom Primskovo
16. Kranj – Elektro Gorenjska
17. Kokrica – Kokrica
18. Kranj – Sports park II
19. Kranj – Vrečkova ulica
20. Kranj – Baragov trg
21. Kranj – Čirče II residential neighbourhood
22. Kranj – Drulovka
23. Kranj – Orehek
24. Kranj – Kranj City Cemetery
25. Kranj – Jernejeva ulica
26. Kranj – Railway Station
27. Kranj – Brdo Estate
28. Kranj – Predoslje community hall
29. Kranj – Kovačnica
30. Kranj – P+R Zlato polje (20 locks)

JESENICE

1. Jesenice – Hrušica
2. Jesenice – Plavž
3. Jesenice – TIC Jesenice
4. Jesenice – Jesenice municipality
5. Jesenice – Slovenski Javornik
6. Jesenice – Blejska Dobrava

NAKLO

1. Naklo – Sports park
2. Naklo – Duplje elementary school
3. Naklo – Podbrezje elementary school

RADOVLJICA

1. Radovljica – Radovljica center
2. Radovljica – Radovljica west
3. Radovljica – Lesce center
4. Radovljica – Lesce north
5. Radovljica – Begunje center

TRŽIČ

1. Tržič – Tržič municipality
2. Tržič – Tržič BPT
3. Tržič – Deteljica

ŠKOFJA LOKA

1. Škofja Loka – Bus station (15 locks)
2. Škofja Loka – Frankovo Naselje elementary school
3. Škofja Loka – Lipica car park
4. Škofja Loka – Puštal car park
5. Škofja Loka – Podlubnik 1
6. Škofja Loka – Poden sports hall
7. Škofja Loka – Grenc shopping center

8. Škofja Loka – Health centre
9. Škofja Loka – Railway Station (20 locks)
10. Škofja Loka – Trata North industrial zone

CERKLJE NA GORENJSKEM

1. Cerklje – TIC
2. Cerklje – Velesovo 100

DOMŽALE

1. Domžale – Sports park
2. Domžale – Railway Station
3. Domžale – Parking garage
4. Domžale – Vegetable market
5. Domžale – Češmin park
6. Domžale – Domžale Library
7. Domžale – Palček kindergarten
8. Domžale – Univerzale Park
9. Domžale – Britof
10. Domžale – Bistra

PREDDVOR

1. Predvor – Mercator

BLED

1. Bled – Zaka Camping
2. Bled – Hotel Park
3. Bled – Info center Triglavsko Roža Bled