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## **Terms and conditions Cykl**

### **Article 1. Definitions**

In the Terms and Conditions below the following definitions apply:

Bicycle:

The Bicycle provided by Cykl to the User pursuant to the Agreement for Use by the User.

Use:

Requesting a code and bringing the Bicycle into use.

Using:

See *Use*.

User:

Any natural person or legal body who uses a Cykl Bicycle. The User is the person with whom Cykl entered an Agreement.

Cykl Destination:

A bicycle rack at or near the site of the site owner that is accessible to all Users. This Cykl Destination is visible to all Users on the digital overview map.

Website:

[www.cykl.nl](http://www.cykl.nl)

Agreement:

Any Agreement between Cykl and the User.

Cost Overview:

Overview which includes costs for the Use of the bicycle, costs of loss and/or theft of any object provided by Cykl and the costs of an incorrect ending of the rent. The cost overview is available at [www.cykl.nl](http://www.cykl.nl), and can be obtained from Cykl.

Cykl Credit:

Credits required for Using a Cykl Bicycle.

Cykl Coupon:

Coupon that can be purchased in the Cykl Web shop and can be converted into Cykl Credit.

Terms and Conditions:

These terms and Conditions.

Cykl:

Sole proprietorship domiciled in [Hoevestein 239 08A, 6708AK] Wageningen, KvK-number 68841485.

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## **Article 2. Application**

- 2.1. These Terms and Conditions apply to any Agreement of Cykl.
- 2.2. All monetary amounts mentioned by Cykl include BTW (VAT).

## **Article 3. Use**

- 3.1. To make use of the Bicycles, Users must have their own User account.
- 3.2. User will provide Cykl with all the information Cykl needs to create a user account. This includes in any case the full name of the User, his or her e-mail address and mobile phone number. User is always responsible for the accuracy of this information. In case of a change of any of these data, User will immediately pass these to Cykl
- 3.3. User enters the site of the site owner at his/her own risk.
- 3.4. A Bicycle is requested by the User on the Cykl website.
- 3.5. The Use is limited to a maximum period of 24 hours.
- 3.6. User must be at least 18 years old.
- 3.7. The User must have at least 5 Cykl credits to start Using a Bicycle.

## **Article 4. User Obligations**

- 4.1. Before using a Bicycle, User is required to subject a Bicycle to a simple visual inspection and to check for errors, defects, damage and/or other imperfections. If imperfections are detected, they must be reported to Cykl immediately. User must report this within 15 minutes after requesting the lock code.
- 4.2. If the imperfections are of such a nature that a User acting reasonably cannot bring the Bicycle into Use, the User must refrain from Using and must put back or leave the Bicycle in a rack at the Cykl Destination where he or she picked it up and the User must report this to Cykl with statement of the reasons.
- 4.3. The user is responsible for the operation of the Bicycle lights.
- 4.4. In the case of paragraph 2, User will recover the used Cykl credit.
- 4.5. User Uses a Bicycle as expected from a good hirer, according to the applicable traffic rules and according to the applicable standards of decency. Furthermore, User may not carry any other people on the bike. If present, the maximum load of the luggage carrier is 10 kg. When storing/leaving the bicycle, the User leaves the Bicycle in decent state and locks the Bicycle with the digit lock as described in paragraph 11.

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4.6. User is required to return the Bicycle in a bicycle rack at a Cykl Destination.

4.7. A Bicycle may only be used within a 5-kilometer radius of the nearest Cykl Destination.

4.8. If User fails to fulfill his/her obligations in compliance with the Agreement and these Terms and Conditions while using the Bicycle, Cykl is entitled to terminate the current and future Use of the Bicycle by User with immediate effect.

4.9. The User must use a unique password for the Cykl Website.

4.10. If User locks the bicycle with an unknown code, User must pay a penalty according to the amount stated in the Cost Overview.

4.11. The user must always attach the combination lock to the frame and the wheel or a non-movable object. If the User fails to leave the bicycle in this way, Cykl is entitled to charge a fine.

4.12. The Bicycle may behave differently than the User is accustomed to. Also, the braking distance of the Bicycle can be shorter or longer than the user is accustomed to. Therefore, prior starting each ride User must test the Bicycle and brake system in a closed area, such as a parking lot.

4.13. User must have taken a Legal Liability Insurance (W.A. Insurance).

## **Article 5. Bicycle damage and repairs**

5.1. Bicycle repairs are for the expense of Cykl, except if the damage is the result of User's behavior or at the User's risk (such as an accident with the Bicycle).

5.2. User is not allowed to carry out Bicycle repairs by anyone other than the someone designated by Cykl, unless Cykl has given permission. Cykl only needs to grant this permission if reasonably necessary, given the nature of the defect and circumstances of the case.

5.3. User will report Bicycle defects as soon as possible to Cykl.

5.4. If defects occur in the Bicycle, User must return the (damaged) Bicycle by foot to the nearest Cykl Destination unless otherwise agreed with Cykl. This will usually only be the case if the damage is such that the displacement of the Bicycle is not justified.

## **Article 6. Loss and theft**

6.1. In the case of theft and/or loss of the Bicycle, User will report this to Cykl as soon as possible.

6.2. In the case of theft, User in conjunction with an Cykl employee will report this to the police as soon as possible.

6.3. In the event of theft or loss, User is jointly and severally liable for the damage suffered by Cykl to the amount per event per Bicycle as shown in the Cost Overview unless User proves that theft or loss is not due to her. In this context damage is in any case due to User in case of gross negligence, intent or deliberate recklessness or failure to follow User's Guide.

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6.4. If the User does not return the Bicycle at a Cykl destination within 24 hours, Cykl is entitled to report theft to the police.

## **Article 7. User liability**

7.1. User is liable for damage to the Bicycle unless User demonstrates that this damage is not due to him/her. Damage is due to User in case of gross negligence, intent or deliberate recklessness or failure to follow user's guide by User.

7.2. Fines imposed by third parties on Cykl and any costs that Cykl must incur because of User's actions are for the account of the User.

## **Article 8. Privacy Policy**

8.1. User agrees that Cykl stores the information provided when necessary for the performance of its services.

8.2. Cykl is entitled and User allows Cykl to register Bicycle use. This information is particularly recorded and stored for billing and improving services. This is in any case the registration of the location and time of the actual use of the Bicycle. User also allows Cykl to use this information and may anonymously supply this information to third parties.

## **Article 9. Pricing**

9.1. The price for the Use is determined by the usage duration by the User. The exact price is shown on the Cost Overview.

9.2. Cykl is entitled to raise prices and tariffs after notifying the user at least four weeks in advance.

## **Article 10. Cykl liability**

10.1 Cykl is liable for direct damage to and/or the Contract Holder by or in relation to Use of the Cykl Bicycle up to a maximum of € 2,500,000.00 (say: two and a half million Euro) per event, or € 5,000,000, - per insurance year, unless:

- a. The defect that caused the damage cannot be attributed to Cykl;
- b. The damage is caused by intent or deliberate recklessness of the User;
- c. The damage has arisen from a situation that is due to the user's account under the law or under these General Terms and Conditions.

10.2. Cykl is not liable for any consequential loss resulting from the fact that the User has not been able to Use a bike (temporarily). This also applies if User is unable to use a Bicycle due to errors, defects, loss or damage, and no replacement Bicycle is available. However, if such a situation occurs, the User does not have to pay a rent for that rental period.

10.3. The User indemnifies Cykl for claims of third parties on the grounds of damage referred to in paragraph 1, under a, b and c.

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10.4. The liability of Cykl are excluded for indirect damage, damage caused by intent or deliberate recklessness of assistants, company damage (including but not limited to lost profits and stagnation damage), missed savings, and losses due to delays.

## **Article 11. Amendments**

11.1. Cykl is entitled to change the Agreement or these Terms and Conditions at any time.

11.2 The amendments take effect four weeks after its publication or a later date, if stated in the announcement, unless a different period is required by law, which is then applied.

11.3 If the User does not wish to accept the amendments, he or she may terminate the Agreement in writing with effect from the date on which the amendments become effective. The written notice must be received by Cykl before the date on which the amendments take effect.

## **Article 12. Validity Cykl credits and Cykl coupons**

12.1. Cykl coupons can be activated on the Cykl Website up to 1 month after purchase.

12.2. Cykl credits are credits activated by the User by entering a Cykl Coupon code on the Cykl Website.

12.3. Cykl credit is valid for one year after activation.

12.4. If the User uses a Cykl Bicycle or activates a Cykl Coupon code, the validity of the all credit of the User is extended by one year.

12.5. Cykl Coupons and Cykl Credits are not redeemable for cash.

## **Article 13. Termination**

13.1. If no contractual duration between the parties has been agreed in the Agreement, a contract duration of one year shall apply.

13.2. After expiry of the original duration of the Agreement, the Agreement shall be continued for a period of one year, except in the event of valid termination. After each extension, the Agreement is subsequently extended by a period of one year.

13.3. If the User terminates the agreement, the User can donate the remaining credit to another Cykl User. The remaining balance cannot be recovered.

13.4. Agreement can only be terminated in writing due observance of a notice period of one month before the end of the period concerned., if parties have agreed a one-year agreement. If parties have concluded an agreement with a longer term, User is always entitled to terminate the Agreement in writing the first year, considering a term of one month.

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#### **Article 14. Failure to comply with obligations**

14.1 If one of the parties does not (fully) comply with this agreement, the other party is entitled to dissolve the agreement after declaring the other party liable first and providing a reasonable 14-day deadline for compliance.

14.2. User has a right to terminate the Agreement with Cykl without reason within fourteen days after the conclusion of the agreement as referred to in article 6: 230o Burgerlijk Wetboek (Civil Code).

#### **Article 15. Applicable law**

15.1. This agreement is governed by the laws of the Netherlands.