



GENERAL TERMS AND CONDITIONS BANK CARD ('TERMS - BANK CARD')

These TERMS BANK CARD shall apply between the Users of the CITYBIKE WIEN (CBW) bicycles who hire a bicycle using an Austrian bank card for identification on the one hand and Gewista-Werbegesellschaft m.b.H. (hereinafter referred to as the 'Operator') on the other.

The following bank cards can be used:

- a Maestro card issued by an Austrian bank, or
- a V-Pay card issued by an Austrian bank.

1. Conclusion of Contract

Before using the CBW system for the first time, the User must register on a CB terminal or on the Internet. The Agreement shall enter into force following complete registration and payment of the one-time registration fee directly on the CB terminal by the User. Upon completion of registration, the User must declare his acceptance of all the individual provisions of these Terms as amended.

2. User's Rights

- 2.1 The User shall be entitled to utilise the service provided by CBW within the framework of the CBW system without a cash payment as long as the bank card is valid and he is able to meet the obligations therein.
- 2.2 The User shall be entitled to retrieve information about his hires and resulting costs as well as their status (paid/open) on the Internet at www.citybikewien.at by entering his access data (user name and password).
- 2.3 There is no obligation on the part of the Operator to deliver, render services or provide any operation whatsoever.

3. User's Obligations

The User shall:

- pay the hourly rates in accordance with the rates specified by the Operator in the Terms CBW;

- keep his bank card and access data (user name and password) in safe custody and treat this access data as confidential;
- ensure sufficient cover of his account during the term of this Contract;
- 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 his bank card and send a copy of the police report to the Operator by post.

4. Invoicing

- 4.1 The 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.
- 4.2 Any outstanding balance plus any applicable interest, charges and fees shall be paid by the User only by using the bank card directly on the CB terminal.
- 4.3 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. If the User defaults on individual payments or the Operator terminates the Contract, any and all claims shall immediately become due.
- 4.4 Any set-off of counterclaims by the User shall be excluded unless he is a consumer within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz*).

5. User's Liability

- 5.1 The User shall be liable for any use of his bank card contrary to the terms of the contract, to its designated use, or any other improper use thereof. He shall indemnify and hold the Operator completely harmless in all respects against any claims and demands made against him, for instance.
- 5.2 The User shall be liable for any and all claims arising against the Operator through the use of the bank card in the period from the beginning of the contractual relationship until the receipt by the Operator of the required information concerning the loss, theft, damage or other reasons for claims. As of the time of the proper receipt of the information by the Operator and subject to the acceptance by the Operator of the submitted reasons, the User shall not be liable vis-à-vis the Operator for any claims resulting from an improper use of the bank card by any third party.

6. Duration of the Agreement

- 6.1 This Agreement shall be valid as long as the contract regarding the bank card between the User and the card-issuing bank is in force.

- 6.2 Both contractual parties shall be entitled to terminate the Agreement by registered mail upon one month's notice.
- 6.3 In addition, both contractual parties shall be entitled to terminate the Agreement immediately for material breach of contract. A material breach of contract arising on the part of the User which gives the Operator the right to terminate the Agreement immediately shall, in particular, be deemed to be given in the event that the User does not meet his payment obligations, that he violates any other obligation assumed in connection with this Agreement, that bankruptcy or judicial composition proceedings are opened against him or that there is reasonable suspicion of unauthorised or improper use and application of his bank card. In these cases, the Operator shall have the right to deny the User access to CBW services with immediate effect.
- 6.4 After termination of this Agreement, for whatever reason, the User shall no longer be entitled to take advantage of the possibilities granted to him within the framework of this Agreement regarding the use of the CBW system.

7. Declaration of Consent in Connection with the Data Protection Act

The User agrees that any and all data disclosed by him to the Operator within the framework of the contractual or business relationships hereunder will be stored in an automated way with the Operator for the purpose of the performance of this Agreement and that this data will be passed on by the Operator for this purpose to the sub-contractors (Gewista Service GmbH; Sycube Informationstechnologie GmbH) employed within the framework of the CBW system and processed within these companies. The User shall be entitled to revoke this declaration of consent in writing at any time. In this case, the contract shall terminate upon receipt of the statement by the Operator.

8. Scope of Application of the Terms - CITYBIKE WIEN

For all services under this Agreement obtained by using a bank card, the General Terms and Conditions Governing the Use of 'CITYBIKE WIEN' Bicycles as amended shall apply.

9. Operator's Liability

Damage compensation claims against the Operator, for any reason whatsoever, are excluded unless caused due to gross negligence or intent on the part of the Operator. The burden of proof in this respect shall be on the User unless he is a consumer within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz*). Any damage compensation claims against the Operator due to malfunctions of the User's bank card or of the CBW hiring system shall be excluded generally.

10. 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.

11. 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.

12. Scope of Application of these Terms and Conditions

The Terms BANK CARD shall apply in the version published on the web site www.citybikewien.at. By entering his password the User accepts these Terms BANK CARD 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.