

**General Terms and Conditions (GTC) for Bike Sharing Systems
Operated by Nextbike GmbH**

§1 Jurisdiction and subject of the Terms and Conditions (GTCs)

- 1) Nextbike GmbH (“provider”) rent bicycles customers (“customer”) in Urdaibai (“operation area”) as far as the products and services are available. This terms and conditions regulate Nextbike GmbH and the respective customer in terms of the registration (framework contract) and the conditions for the conclusion of rental contracts. Sections 1 to 8 regulate the rights and obligations in terms of the rental and usage of bicycles. Sections 9 to 20 regulate the contractual relationship between nextbike and the customer.
- 2) The contracts are concluded in the Spanish language. In the event of contradictions between the Spanish and English versions of the General Terms and Conditions, the Spanish version shall prevail.
- 3) An overview of individual bike locations may be viewed online at www.nextbike.es/bbkklima. If the customer wants to rent bikes from different nextbike brands as registered, the customer will be in-formed about the local divergent rates and GTCs.

§2 Registration and confirmation

- 1) Application for registration (“application”) is possible either via smartphone app or website, by telephone. Minors, provided that they are over 14 years of age, who register in the system with the authorisation of a duly identified parent or legal guardian, may also register in the system. The responsibility for registering in the system and the use of the system and its bicycles will fall entirely on the parents or legal guardians.
- 2) Following receipt of all relevant personal data the provider decides whether or not to accept and approve the framework contract with the applicant. Approval of the application shall result in the issuing of an activation notice. This notification may occur orally, in written form, telephonically, via email, SMS or at a rental terminal. Following successful registration, a framework contract between Nextbike GmbH the customer is concluded, and a customer account is created for the customer. The framework agreement is concluded for an indefinite period.
- 3) Upon registration, the customer shall receive a personal identification number (PIN) which they may use to log into the smartphone app and online customer account as well as to conclude rental agreements at rental stations and bike RFID readers.
- 4) Registration is free of charge for applicants via smartphone, internet. For rentals, a valid means of payment must be provided prior to the time of rental. For verification the provider might charge an amount of 1 € which will be added to one’s credit balance and cleared with future rental/service fees.

- 5) The customer is obliged to inform Nextbike GmbH immediately of any changes to their personal information which occur during the business relationship. This includes personal data and information regarding payment (e.g. bank account number or credit card information, etc.).

§3 Duration of Rental

- 1) Rentals and returns are possible via smartphone app (or, if mentioned on the websites of certain operation areas at a rental terminal, by telephone or in person directly at a cooperation partner’s location).
- 2) The chargeable rental period of a bike with automatic lock (“frame lock” or “fork lock”) when the lock mechanism receives the command to open the lock and this process has been initiated by the customer by confirming the start of the rent. The mode of operation of the of locks and further information on the rental process can be found at www.nextbike.es/bbkklima. If the lock does not open or cannot be opened after the start of the rental period, the customer must inform Nextbike GmbH (“and the rental process will be cancelled. If the customer culpably fails to notify Nextbike GmbH, the rental continues, and the customer remains obliged to pay the rental fee.
- 3) To return the bicycle, the customer shall leave the bicycle at a permissible return location (cf. § 8 par. 1-2) and notify the provider of the intention to terminate the rental (in accordance with the formal requirement pursuant to § 8 par. 3). The return process is completed as soon as the customer has received the return confirmation from Nextbike GmbH. This ends the rental period and the calculation of travel costs for the customer. In the event of problems, the customer service must be informed immediately via the service hotline. The obligation to pay the rent ends only with the completion of the rental process, unless the rental process could not be completed for reasons for which the customer is not responsible.

§4 Rental Limitations

Unless agreed upon, each customer may rent up to four bikes on one customer account at any one given time. Individual arrangements subject to the availability of rental bikes are possible upon approval by Nextbike GmbH.

§5 Terms and Conditions of Use

In addition to those included in the Ordinance on Circulation and Road Safety for Pedestrians and Cyclists of Urdaibai:

- 1) Lend, rent, assign or carry out any other act of disposition of the bicycle or the personal code in favor of third parties, with or without profit.
- 2) Use the bicycle in competitions of any kind, as well as in inappropriate places such as stairs, gardens, garage ramps, sidewalks, or the like.
- 3) Disassemble or manipulate the bicycle.
- 4) Use the bicycle for purposes other than those that constitute the object of the loan system and, in particular, its use for commercial or professional purposes.
- 5) Transport any person on the bicycle; in particular to small children, animals or things, as well as integrating foreign elements that may serve these purposes.
- 6) By persons under 14 years of age (who are not registered under the corresponding legal terms).
- 7) For trips outside of España without the written consent of Nextbike GmbH.
- 8) By persons under the influence of alcohol or drugs (legal limit zero (alcohol)),
- 9) The person who is prevented or penalized for the use of the bicycles object of the loan may not be a user of the system
- 10) All persons of legal age who sign up for it may be users of the bicycle loan system. Minors may also be users, as long as they are over 14 years old, who register in the system with the authorization of the father / mother or duly identified legal guardian. The responsibility regarding the registration in the system and the use of the system and its bicycles will fall entirely on the parents, mother/father or legal guardians.
- 11) All users must, in any case, have the mental and physical capacity necessary to use the bicycle in accordance with these regulations and other applicable regulations on road traffic. Otherwise, the responsibility for the registration and use of the system and the bicycles will be the user or legal guardian, where appropriate.
- 12) If the bicycles are used in unfavourable weather conditions (e.g., strong wind, rainy weather, stormy weather) or any weather condition that is unfavourable for the use of the bike, the rider may experience these weather conditions to a greater extent in relation with a normal bike due to the advertising boards used on the bike. The use of bicycles during any adverse weather condition is at your own risk and Nextbike GmbH warns the user not to use the bicycle in such conditions.
- 13) The customer is obliged to obey all traffic laws and regulations.
- 14) The handling ("without hands") of the bicycle is not allowed at any time.
- 15) It is forbidden to use the bicycle basket incorrectly or overload it (maximum permissible load: 5 kg). The customer is obliged to check that all goods and articles transported are correctly secured and restrained at all times.
- 16) Unauthorized modifications or alterations to the rental bike are not allowed.
- 17) After the successful return of the rental bicycle, if the customer wishes to reuse the returned bicycle, they must initiate a new rental process.
- 18) The customer cannot change the lock code provided, nor provide it to third parties.
- 19) If a customer leaves the bicycles to a third party for their use, he has to guarantee that the third party considers our GTC. The customer is responsible for the actions of any third party authorized to use the bicycle to the same extent as his own actions. When lending the bicycle to a third person, they must be over 18 years of age.
- 20) The user is obliged to guard the bicycle during its use and to make correct use of the loan system, acting with the greatest possible diligence.
- 21) Bicycles must be returned in the same condition in which they were found, in good working order and clean, ensuring that they are well attached to the dock.
- 22) Before starting a trip, the user should check the condition of the bicycle to avoid renting a damaged bicycle. Any incident will be communicated in the channels enabled in article 8 of this Ordinance.
- 23) The user will be responsible for the damages caused during the time that elapses between the withdrawal and return of the bicycle.
- 24) The user must respect at all times the General Regulation of Circulation and the Ordinance of Circulation and Road Safety of Pedestrians and Cyclists of Urdaibai, as well as all those regulations that may be applicable.
- 25) Bicycles may not move more than 1 km from the territorial limit of Urdaibai.
- 26) The user will be responsible at all times for the obligations or infractions that are determined by any authority or body, whether state, regional or local, by reason of driving the bicycle.
- 27) Users of the bicycle loan system, as well as their legal representatives when they are minors, will be responsible for infractions of this Ordinance.
- 28) The unjustified abandonment of the bicycle by the user will lead to withdrawal from the system for one year, without prejudice to the effects of classifying such conduct as an offense.
- 29) The non-return of a bicycle will imply the sending of a request to the last user of the same. If after a second request the return has not occurred, the user will be required to return the bicycle or to pay the estimated value of the vehicle. To comply with the order, the City Council will use the powers recognized by the legal system.

§6 Condition of Rental Bikes

- 1) The customer has to make her-/himself familiar with the condition and the appropriate use of the rental bike before rental.
- 2) If there is an obvious defect or impairment of functionality that may be reasonably determined to make the bike unsafe for traffic use at the beginning of the rental, or if such a defect or impairment occurs during use, "the customer" is obliged to notify the provider's customer service, end the rental and desist using the bike immediately. If there is a technical defect or deficiencies after rental but before the customer uses the bike, the rental will be cancelled by the provider.
- 3) If the bike is found without its lock, the customer is obliged to contact the customer service.
- 4) Bicycles may only be used within Urdaibai.

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§7 Parking of the Rental Bikes

- 1) The bicycle must be parked in plain sight. The customer is obliged to follow road traffic regulations when parking. Furthermore, he/she must ensure that the bike does not hinder road safety, that other vehicles and/or traffic is not obstructed and that no damage is done to third parties or their property. The kickstand is to be used every time that the bicycle is parked and the bike is to be placed in the provided bike docks at the rental station when available/applicable.
- 2) In particular, it is not allowed to park rental bikes permanently or temporary
 - a) at traffic lights
 - b) at parking ticket machines or parking meters
 - c) at traffic signs
 - d) on walkways which are thereby reduced to a width of less than 1.50 meters
 - e) in front of, in or near emergency exits and fire department service zones
 - f) where the bike covers local advertisements
 - g) to lock the bike at fences of private or public buildings
 - h) on train and bus platforms
 - i) in buildings, backyards/ courtyards or within any type of vehicles at any time.
 - j) On guiding plates for the blind
 - k) At or in front of post boxes
 - l) in front of doors or gates or in their swivel range
 - m) in or in front of driveways

Failure to comply will result in the charging of a contractual penalty of 20,00 Euro. Nextbike GmbH expressly reserves the right to assert claims for damages in excess of the contractual penalty.
- 3) The client shall be allowed to park the bikes on private property only once allowed to do so by any person/s having the authority to grant such permission.
- 4) The rental bike must be locked properly when not in use, even if the customer leaves the bike unattended for a short time. More information about how to lock a bike can be found on our website www.nextbike.es/en/bbkklima/fag/.

§8 Returning of Rental Bikes

- 1) The returning of rental bikes outside the defined area of usage is not permitted.
- 2) The bike must be returned so that it is clearly visible at one of the locations published online (or in the app) or stations and locked using the lock provided. The customer is obliged to inform the provider that the rental period is being ended as well as of the exact location of the return (station number or GPS coordinates). This may be done online, via telephone or by using the smartphone app.
- 3) The customer is obliged to lock the bicycle with the lock provided (the functioning of the different types of locks and further information on the return process can be found at www.nextbike.es/en/bbkklima/información/ and to inform Nextbike GmbH about the return by phone, app, and to confirm the exact location of the bike (station name / number or GPS coordinates and or any inform that will assist in the successful return of the rental bike). Where the is returned automatically, the customer has to check within the app if the return was successful.

- 4) Should the customer, due to his/her own fault, not return the bike at a defined area as described in paragraph 1 to 3, provide false information or forget to return the bicycle entirely, a ser-vice fee (contractual penalty) will be charged by Nextbike GmbH to the customer in accordance with the current price list as published at <https://www.nextbike.es/en/bbkklima/prices>.

§9 Providers' liabilities

- 1) The no-fault guarantee liability for material defects existing at the time of conclusion of the rental contract is excluded. The customer shall only have a claim for damages for initial defects if nextbike is responsible for their existence or failure to remedy them.
- 2) The provider shall only be liable to the customer in cases of intent or gross negligence on behalf of the provider, a representative or a vicarious agent in accordance with the statutory provisions. In all other respects, the provider shall only be liable for injury to life, limb or health, insofar as nextbike has fraudulently concealed a defect or assumed a guarantee, or for claims arising from mandatory statutory liability.
- 3) In the event of slight negligence or the culpable breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations are obligations that make the proper performance of the rental contract possible in the first place and on whose compliance the participant customer regularly relies and may rely.
- 4) In all other respects, the liability of the provider is excluded.
- 5) The above limitations of liability also apply to the personal liability of nextbike's employees and representatives.

§10 Customer Liabilities

- 1) Use of services provided by Nextbike GmbH occurs at the customer's own risk. The customer takes full responsibility for damages caused by him/herself. The customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by Nextbike GmbH's liability insurer against a customer remain unaffected.
- 2) In case of loss, robbery or theft, the user has the obligation to report the disappearance of the bicycle within a maximum period of two hours to the Local Police, National Police or Civil Guard, having to deliver a copy of the report made to the Mobility Service of Urdaibai within a maximum period of ten hours following the date of the complaint. Failure to file said complaint will be terminated for five years, without prejudice to the sanction that such conduct entails in accordance with the provisions of this Ordinance.

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§11 Customer Obligations in Case of Accident

Nextbike GmbH must be informed of accidents immediately via telephone. In cases of accidents involving not only the user, but also third-party property or other persons, the customer is also obliged to report the incident to the police immediately. Failure to do so on the part of the customer shall result in the customer being liable for damages incurred by Nextbike GmbH owing to infringement of said obligation.

§12 Infractions and sanctions

Administrative infractions are non-compliance with the obligations and prohibitions established in this Ordinance, as well as those contained in the Ordinance on Circulation and Road Safety for Pedestrians and Cyclists of Urdaibai.

Infractions will be sanctioned in accordance with the provisions of the applicable legislation, after processing the corresponding procedure.

Infractions are classified as minor, serious and very serious.

1) Minor offenses:

- I. Those collected as minor in the Ordinance of Circulation and Road Safety of Pedestrians and Cyclists of Urdaibai.
- II. Do not park the bicycle, for the duration of the loan, in suitable or safe areas, which do not interfere with the passage or promote unsafe situations.
- III. Any other breach of the obligations, prohibitions and requirements established in this Ordinance that are not classified in the following sections.

2) Graves of infractions:

- I. Those collected as graves in the Ordinance of Circulation and Road Safety of Pedestrians and Cyclists of Urdaibai.
- II. Lend the bicycle to third parties.
- III. Do not return the bicycle in good working order and clean.
- IV. Do not report any damage, mishap or accident that occurred during its use.
- V. Damage the bicycle due to improper use of it or the system's facilities, without prejudice to the obligation to pay the costs corresponding to its repair.
- VI. The reiteration in the commission of two minor offenses in a period of twelve months.
- VII. The transport on the bicycle of any person, animal or thing as well as integrating other elements that can be used for these fines.
- VIII. Regardless of the imposition of the penalties that may apply, serious infractions will lead to the deactivation of the user in the bicycle loan system for one month. Deactivation in the service will not give the right to a refund of the public price of any kind.
- IX. Very serious offenses
- X. Those collected as very serious in the Ordinance on Circulation and Road Safety for Pedestrians and Cyclists of Urdaibai.
- XI. Use the bicycle for profit and its use for commercial purposes, transport of goods or any other professional use.
- XII. The reiteration in the commission of two serious offenses in a period of twelve months.
- XIII. The serious deterioration of the facilities and elements of the system.
- XIV. The abandonment and unjustified loss of the bicycle.
- XV. Failure to report, within the established deadlines, the loss, theft or theft of the bicycle.

XVI. Failure to report the loss, theft or theft of the bicycle to the Mobility Service of the Urdaibai City Council within the established deadlines.

XVII. Regardless of the imposition of the sanctions that may correspond, very serious infractions will lead to the deactivation of the user in the bicycle loan system for one year. Deactivation in the service will not give the right to a refund of the public price of any kind.

3) Sanctions:

- I. The sanctions imposed for the offenses typified in this Ordinance are independent of those that correspond when the typified acts may be liable in accordance with the provisions of other sectoral regulations.
- II. When the behaviours' classified as infractions by this Ordinance have criminal relevance, the sanctioning procedure will be suspended until the resolution of the criminal procedure that is followed.

The infractions typified in the previous articles will be sanctioned:

- I. Minor offenses: with a fine of up to 100 euros.
- II. Serious offenses: with a fine of between 101 to 500 euros.
- III. Very serious offenses: with a fine of between 501 and 1000 euros.

§13 Use of Customer Cards or e-ticket

- 1) If the customer uses a customer card issued by a nextbike cooperation partner as access medium, he/she agrees, when using the card for the first time, that nextbike may request all customer data necessary for business processes from the cooperation partner.
- 2) When the validity of the customer card of a cooperating partner has expired, the customer account at nextbike GmbH shall be deactivated in cases where no means of payment has been recorded. Upon provision of a valid means of payment, the customer shall be allowed again to use the provider's services.
- 3) Already received nextbike customer cards remain valid and are not transferable to other parties.
- 4) If the customer card is lost, the customer is required to block the card in their own interest, by calling the provider's hotline. Replacement of the card may not be possible.

§14 Confidentiality of User Information

- 1) The customer is responsible for preventing unauthorized use of the customer's user data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) Nextbike GmbH expressly states that nextbike employees are not authorized to and will never request or ask for the customer password.
- 3) The customer may change the personal data anytime and as often as he/she wants.
- 4) Should the customer have reason to believe that his/her user data has been compromised or misused, they must inform Nextbike GmbH of this fact immediately.

§15 Fees, Prices and Calculations

- 1) Depending on the choice of tariff, the provider is entitled to charge rental fees on a regular basis.
- 2) The customer undertakes to pay the respective rent. This is the total price, which includes the respective statutory value added tax. The rent is due upon termination of the rental contract. Rental fees are to be taken from the current price list (available at www.nextbike.es/en/bbkklima/prices/ and based on the corresponding current ordinance.
- 3) The applicable rates such as annual rate, monthly rate, weekly rate, one-time rate and basic rate are valid for one bike per rental and can only be used by the person to whom they were specifically issued according to the price list current. Detailed information on special tariffs and their notice periods can be found at www.nextbike.es/en/bbkklima/prices/ and based on the corresponding current ordinance.
- 4) If the customer terminates his customer account (cf. § 17 par. 1), the special tariff booked for this customer account shall be automatically terminated at the next possible time. The right to extraordinary termination remains unaffected.
- 5) Cancellation of special rate agreements do not result in the automatic deactivation of a customer account with Nextbike GmbH. Should the customer wish to deactivate an account, this may be done via email to info@nextbike.es.

§16 Payment and Delayed Payment

- 1) The customer is obligated to pay the billed amounts by means of one of the payment methods offered by Nextbike GmbH. The customer may change their preferred method of payment at any time.
- 2) When using third-party payment services, the terms and conditions of the respective provider may apply in addition to these GTC. If applicable, a user account must first be opened with third parties in order to use these payment services, Nextbike GmbH is not responsible for these payment services and do not offer them itself.
- 3) Additional fees may arise when using third-party payment services. The payment service provider shall inform the customer of these. Nextbike GmbH's obligation to provide a common and reasonable free payment option
- 4) Should it be impossible to process a direct debit due to insufficient funds in the customer's account due to customer's fault or for other reasons for which the customer is responsible, Nextbike GmbH will charge the customer with the additional expenses incurred in accordance with the current price list published at www.nextbike.es/en/bbkklima/prices/, unless the customer is able to show that the actual expense incurred was lower. In individual cases and insofar as the customer is unable to show that the expense was indeed lower, the claims made by Nextbike GmbH may amount to but not exceed the actual expenses incurred.
- 5) If the customer defaults in payment, default interest will be charged at a rate of 5 percentage points over the base interest rate. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the customer.
- 6) If the payment is delayed for at least 2 months or 15 €, Nextbike GmbH is authorized to demand the entire claim and to discontinue its service until the customer meets his/her obligations.

§17 Billing, Rental List, Controlling

- 1) The provider invoices its customers according to the current rate and price list as available at www.nextbike.es/en/bbkklima/prices/. Finalized rental processes (including costs and time periods) may be viewed by the customer in their account at www.nextbike.es/en/bbkklima and in the app. This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system (such as fees due to contractual non-compliance and/or service fees).
- 2) Debiting of the customer's account occurs automatically. Nextbike GmbH does reserve the right, however, to demand payment by customers either per telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to Nextbike GmbH within 30 days of receipt of the invoice. Customer rights following expiry of the objection period, also in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customer's account and applied to the next due payment unless otherwise dictated by the customer.

§18 Termination

- 1) Both contractual partners may terminate the framework contract at any time with a notice period of two weeks. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either online at www.nextbike.es/en/bbkklima by means of email notification sent to Nextbike GmbH. By email to: info@nextbike.es
- 2) Special rates (e.g. Annual rate) are linked to specific contractual periods. Conditions for termination of special rates are specified in §15 par. 3.

§ 19 Amendment of the General Terms and Conditions, adjustment of fees

Amendments to these General Terms and Conditions are only permissible insofar as this does not fundamentally alter the contractual structure, in particular the equivalence ratio of performance and consideration is not shifted to the disadvantage of the customer. This shall be admissible in particular in the event of a subsequent occurrence of a regulatory gap or disturbance of the equivalence ratio, e.g. due to changes in the legal situation, jurisdiction or market conditions or due to new technical developments. Nextbike GmbH reserves the right to adjust the price lists. This adjustment shall be made at the justified discretion of Nextbike GmbH and shall only be possible if and insofar as verifiable cost increases have taken place in the fee segments relevant to Nextbike GmbH (in particular insurance costs, financing costs, procurement costs, personnel costs, taxes, maintenance and cleaning, etc.) compared to the prices at the conclusion of the contract or at the time of the last adjustment. The price change takes place within the scope of and to compensate for the corresponding cost increases. The customer shall be notified of changes to the GTC and prices in text form or by e-mail at least six weeks before the change. The changes are considered approved if the customer does not raise an objection to Nextbike GmbH in text form or by e-mail within one month of notification. Nextbike GmbH will specifically draw the customer's attention to this legal consequence when announcing the changes. If the customer does not exercise this right, the contract will be continued under the changed conditions or prices. If the customer objects, each party has the right to terminate the contract with a notice period of ten days by e-mail or in text form.

§20 Privacy Policy

- 1) Nextbike GmbH collects, stores and uses the personal data of customers, when necessary to fulfill their contractual obligations or the performance of the contract between the customer and nextbike or to fulfill any other duty legal. nextbike GmbH is obliged to use these data only in accordance with the provisions established in Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights and Regulation (EU) 2016/679 of the Parliament Council and Council, of April 27, 2016.
- 2) For the purpose of payment, the customer's payment data will be transferred to our payment-partners for verification and accounting of the rental fees. Following the registration process, this data is no longer visible to employees of Nextbike GmbH.
- 3) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at www.nextbike.es/en/bbkklima/privacy).
- 4) The personal data of the users will be subject to computer processing for the sole purposes of their relationship with the bicycle loan system 'Urdaibai gives you the bike'.
- 5) Regarding said data, the user may exercise the rights of opposition, access, rectification, and cancellation in accordance with the provisions of Organic Law 3/2018, of December 5, on Protection of Personal Data and guarantee of digital rights and the Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data and by which the Directive 95/46 / CE (General Data Protection Regulation).

6) The user assumes that all the information provided is accurate and accepts the conditions of this Ordinance.

§21 Further Provisions

- 1) Spanish law applies and takes precedence. Legal domicile for any disputes arising from or in connection with a customer's use of the Nextbike GmbH bicycle rental system as well as use of it in Urdaibai, Spain insofar as the customer does not have a place of general jurisdiction in Spain or has transferred his/her place of residence or usual abode to a country other than Spain after conclusion of the contract or if the customer's residence or usual abode is unknown at the time of the legal dispute's arising or when the customer is a registered trader or legal entity under public law or has public special as-sets.
- 2) Verbal auxiliary agreements do not exist.
- 3) Nextbike GmbH will not participate in a dispute resolution procedure at a consumer arbitration board.
- 4) The European Commission has established a European Online Dispute Resolution Platform at <http://ec.europa.eu/consumers/odr/>. Consumers can use the online dispute resolution platform for the out-of-court settlement of disputes arising from sales or service contracts concluded online.

Service Hotline: + 34 944 9475 13

Email: info@nextbike.es

GTCs | valid as of: June 2022