

## Terms and Conditions

### General Terms and Conditions for the Use of Bicycles and the Slovnaft eBAJK Service

These General Terms and Conditions for the Use of Bicycles and the Slovnaft eBAJK Service define the basic rights, obligations and conditions for the use of electric bicycles and the bike-sharing service in Bratislava, the capital of the Slovak Republic, operated by the Občianske združenie pre rozvoj cyklistickej infraštruktúry.

#### I. General Provisions and Interpretation of Terms

1.1. For the purposes of these General Terms and Conditions, the following terms shall have the following meanings:

- The App is the Slovnaft eBAJK mobile application created and made available for the purpose of providing the Services.
- A bicycle means a specialized means of transport designed for the provision of Services, propelled by pedals, on which two wheels are mounted one behind the other on a fixed frame. For the purposes of these GTC, a bicycle also includes an electric bicycle equipped with a GPS locator used by
- The Operator of the bike-sharing system. For the purposes of these General Terms and Conditions, 'bicycles' also includes all their accessories, in particular the control electronics, which form an integral part of the bike-sharing bicycle.
- The Price List is the price list issued by the Operator for the purposes of providing the Services, as amended by subsequent addenda, which is available on the website [slovnaftebajk.sk](http://slovnaftebajk.sk) or in the
- the App. The Price List contains the prices of the services provided as part of the Service and the fee for the use of Bicycles by Users, as well as any other prices and fees.
- A Partial Rental Agreement is a rental agreement concluded between the Operator as the lessor and the User as the lessee under the terms and conditions set out in these General Terms and Conditions, which, together with the annexes to these General Terms and Conditions, set out the framework conditions for a temporary rental relationship regarding the Bicycles.
- Availability of the Service, or simply Availability, means the ability of Users to use the Service 7 (in words: seven) days a week and 365 (in words: three hundred and sixty-five) days a year, unless the Operator notifies a restriction on Availability in accordance with these General Terms and Conditions. The Operator is entitled to restrict the Availability of the Service, in particular but not exclusively, in the following cases: due to adverse weather conditions, traffic or safety closures, or other restrictions in the city of Bratislava limiting or preventing the provision of the Service, maintenance or servicing of Bicycles or Docking Stations, or other planned or immediate measures (outages) carried out for the purpose of operating the Service by the Operator or its partners (subcontractors). The Operator shall by publishing a notice, in particular on the Website, and/or on the Service's page created on the social networks Facebook, Instagram and/or in the App. The availability of the Service may also be limited by the number of Bicycles rented or the occupancy of Docking Stations, which the User can check on the Website and/or in the App.
- Docking stations are stations designed for parking and locking Bicycles.
- The Website means the website [slovnaftebajk.sk](http://slovnaftebajk.sk) or any other website established for the Service.

- The helpline is available to Users on working days between 7:00 and 19:00 (unless otherwise specified by the Operator) via the published telephone number, email address and/or the App for the purposes of reporting incidents and information, or obtaining information relating to the Service, in particular faults with Bicycles and their accessories, accidents or other incidents of damage, loss or theft of Bicycles, and the resolution of other issues relating to the temporary hire of a Bicycle. The helpline operates in the Slovak language.
- A User is a natural person who has registered in the App or by any other available means for the purpose of one-off (or repeated one-off) use of the Service and has paid the fee for using the Service in accordance with these General Terms and Conditions.
- Credit is the amount paid by the User in accordance with these General Terms and Conditions to the Operator, which serves as payment for the provision of the Service.
- The Operator is the Civic Association for the Development of Cycling Infrastructure, with its registered office at: Školská 33, 931 01 Šamorín, Company ID No.: 42401909.
- The Complaints Procedure is the complaints procedure for the Service issued by the Operator and published in the App and on the Website. The Complaints Procedure forms an annex to these General Terms and Conditions.
- The Service or Services means the provision of services relating to the automated hire of Bicycles, under which the Operator enables Users to temporarily use Bicycles on a short-term basis, subject to Availability and under the conditions set out in these General Terms and Conditions (so-called bike-sharing).
- The Act is Act No. 102/2014 Coll. on consumer protection in the sale of goods or the provision of services under a distance contract or a contract concluded outside the seller's business premises, and on amendments to certain acts, as amended.

1.2. Unless expressly stated otherwise in individual provisions, these General Terms and Conditions shall be deemed to constitute a Framework Rental Agreement concluded between the Operator as the lessor and the User as the lessee. Individual Partial Rental Agreements shall be concluded under the terms set out in these General Terms and Conditions.

1.3. By entering into a Partial Lease Agreement, the User expresses their consent to these General Terms and Conditions and their annexes, in particular the Complaints Procedure and the processing of personal data, and undertakes to comply with them as part of the said agreement.

## **II. Registration**

2.1. The use of Bicycles within the Service is only possible following the User's registration in the App or by any other available means.

2.2. Only a natural person who has reached the age of at least 16 (in words: sixteen) on the date of registration may register.

2.3. The User is responsible for the accuracy and truthfulness of the information provided during registration.

2.4. Following successful registration and the provision of payment details, the User will be permitted to use the Service (unlocking the Bicycle). These access details are valid for the period specified in these General Terms and Conditions or the Price List and are intended solely for the User's personal use.

2.5. Upon the proper completion of a paid ride, a ride statement will be sent to the email address provided by the User during registration. Subsequently, an automatic payment settlement will be made in favor of the Operator, involving the withdrawal of funds from the payment card provided during registration or the corresponding amount from the Credit, provided that the conditions set out in these General Terms and Conditions are met.

2.6. With regard to the Credit,

- the validity period of the Credit begins at the moment the Credit amount is duly credited to the Operator's account.
- if the Credit balance is insufficient to cover the rental fee as set out in the Price List, the outstanding amount will be charged to the User's payment card provided during registration.
- Once the paid Credit has been used up, further use of the Service requires the Credit to be topped up again or the use of another payment method.

2.7. The User acknowledges that payment of the Credit entitles them to use the Bicycle to the extent and in the manner defined in these General Terms and Conditions. Registration or payment of the Credit does not imply guaranteed unlimited Availability.

### **III. Terms and Conditions for the Use of Bicycles**

3.1. Use of the Bicycle (provision of the Service) is possible following successful registration and fulfilment of other conditions set out in these General Terms and Conditions, in particular payment of the applicable rental fee. The User is responsible for providing a correct mobile phone number and email address.

3.2. Use of the Service is not permitted if the User has an outstanding debt with the Operator relating to the provision of the Services.

3.3. Bicycles may only be used by a natural person over the age of 16 (in words: sixteen) and a person who is competent to do so within the meaning of generally binding legal regulations and these General Terms and Conditions. A younger person is authorized to use the Bicycle exclusively when accompanied by their legal guardian, and the legal guardian is fully responsible for the use of the Bicycle by such a person.

3.4. The Operator shall not be liable for the use of the Bicycle by persons who are not competent within the meaning of generally binding legal regulations and these General Terms and Conditions; liability shall lie solely with the persons who used the Bicycle in spite of the above, or with the legal guardian of such a person.

3.5. When using the Bicycles, you must always comply with the obligations set out in generally applicable legislation and these General Terms and Conditions; in particular, you must adhere to the following instructions:

- The Bicycle is intended for temporary use in accordance with these General Terms and Conditions and solely for the personal use of the person who has registered for this purpose.
- Bicycles may only be used within the city of Bratislava; using Bicycles outside the city limits is prohibited.
- The User is obliged to use the Bicycles and/or Docking Stations in such a way as to prevent their damage, destruction or theft.

- If the Bicycle is no longer being ridden and has not been returned, it is prohibited to leave the Bicycle unattended. In such a case, the User shall be liable for any damage caused to the Operator by their actions or omissions.
- A bicycle must not be ridden by a person who is medically unfit to do so or whose current state of health prevents them from doing so.
- It is prohibited to ride the Bicycle whilst under the influence of alcohol or any narcotic or psychotropic substances, including medication that impairs the ability to ride the Bicycle.
- You must always comply with the rules of the road and respect other road users.
- In cases stipulated by law and where necessary, particularly at night or in conditions of reduced visibility, the User is obliged to be illuminated and to use the necessary reflective elements.
- Before setting off, it is always necessary to check the technical condition of the Bicycle, in particular its roadworthiness and the functionality of the brakes. If the Bicycle is damaged or there is a suspicion that it is not fit for riding, such a Bicycle must not be used and the fault must be reported to the Helpline, via the Website, by email or via the App. If, despite the above, the User uses the Bicycle, they shall be liable for any damage caused thereby and shall not be entitled to make any claims arising from the defective provision of the Service.
- If the User notices a fault with the Bicycle or the Docking Station before or at any time during the rental period, they are obliged to report this to the Helpline and to stop using the Bicycle immediately. If the User uses the Bicycle despite the above, they shall be liable for any damage caused thereby and shall not be entitled to make any claims arising from the defective provision of the Service.
- If a fault is found that prevents the proper use of the Bicycle, it is necessary to return the Bicycle to the designated location (Docking Station). If the User uses the Bicycle despite this, they shall be liable for any damage caused thereby and shall not be entitled to make any claims arising from the defective provision of the Service.
- It is prohibited to ride the Bicycle without holding the handlebars, to hold onto a motor vehicle, to ride the Bicycle with more than one person, to ride on railway tracks, or to carry items in one's hands.
- It is not recommended to cycle in adverse weather conditions or when visibility is poor, during bad weather or on icy roads, or to use a mobile phone or headphones whilst cycling.
- It is recommended to ride on cycle paths, wearing a helmet and reflective gear, and to signal changes of direction to other road users.
- It is prohibited for more than one person to ride the Bicycle, as well as to carry other people or animals on the Bicycle.
- Any items carried on the bicycle must always be secured so as not to cause damage to the bicycle, third parties or other property.
- It is prohibited to make any modifications to the Bicycle, with the exception of adjusting the saddle. Attaching a child seat to the Bicycle is strictly prohibited.

- If the Bicycle is used outside the city, the User is required by law by law, to wear a bicycle helmet. This is not included with the Bicycle, so the User is required to provide one themselves.
- The User acknowledges that the Bicycle's maximum load capacity is 120 kg and the maximum load capacity of the basket fitted to the Bicycle is 5 kg.
- The User is solely responsible for the chosen route and locations for cycling, and for the suitability of the route for use of the Bicycle.
- In the event that, for reasons attributable to the User, a fine or other penalty is imposed on the User in connection with the use of the Service, in particular due to non-compliance with traffic regulations; the User is fully responsible for complying with them.

3.6. Unless agreed otherwise with the Operator, a single User may hire two bicycles at the same time.

3.7. If a User rents several Bicycles at the same time in accordance with clause 3.6, they are responsible for ensuring that the persons using the Bicycles rented in this way are made aware of these General Terms and Conditions and for ensuring that these persons comply with these General Terms and Conditions. The User who has allowed such persons to use the Bicycles is liable for any damage caused to the Bicycles or Docking Stations by those persons.

3.8. If, through their actions or omissions, the User allows a third party to use a Bicycle by a third party in breach of these General Terms and Conditions, they shall be liable to the Operator for any damage caused thereby to the Operator, including any damage caused by that third party to the Operator or to any third parties.

#### **IV. Parking and Returning the Bicycle**

4.1. The Bicycle must always be returned in accordance with these General Terms and Conditions; unless otherwise specified, it must be returned no later than 24 (in words: twenty-four) hours after it has been unlocked.

4.2. If the Bicycle is no longer being ridden and has not been returned, it must be returned to a designated location where it can be properly locked and damage prevented. The Bicycle must never be placed or parked in such a way as to endanger the safety or flow of traffic, the health or life of persons, or cause any damage, nor must it be left unattended; otherwise, the User shall be liable for any damage caused to the Operator and, where applicable, to other third parties as a result of their actions or omissions.

4.3. At the end of the hire period, the Bicycle must be returned to any available Docking Station. An audible signal and a notification in the App and on the Bicycle's display will confirm that the Bicycle has been correctly locked and the rental has ended.

4.4. If there is no free docking stand at the destination Docking Station, the User is obliged to return the Bicycle to the nearest available Docking Station. Only upon proper locking in accordance with this provision of the General Terms and Conditions that the Bicycle rental is subsequently terminated.

4.5. If the Bicycle is not properly returned in one of the ways described above, the chargeable rental period shall continue until it is properly returned and locked. This shall not affect the Operator's right to compensation for any damage caused.

## **V. Rights and obligations of the parties**

5.1. The User is responsible for the proper fulfilment of the obligations arising from generally binding legal regulations and these General Terms and Conditions. In the event that a breach of legal regulations or the General Terms and Conditions causes damage (to property, health, life, or otherwise)

The User shall be fully liable to the Operator or any third party for any damage caused in this way.

5.2. The User uses the Services and the Bicycle at their own risk at all times.

5.3. The Operator shall not be liable for the use of the Bicycle by persons who are not authorized to do so under these General Terms and Conditions or the relevant legislation.

5.4. The User may use the Bicycle exclusively for their own purposes and is not authorized to allow its use by a person who has not met the conditions for its use set out in these General Terms and Conditions.

5.5. The User is not authorized to disclose the access/login details for using the Bicycle, which have been assigned to them by the Operator, to any other person, with the exception of persons who will use the Bicycle in the event that the User rents a larger number of Bicycles in accordance with these Terms and Conditions.

5.6. The Operator is entitled to refuse registration, terminate registration or prevent the use of the Services by a person who has breached the terms set out in these General Terms and Conditions, caused damage to the Bicycle or to the health, life or property of another person, or has failed to prove that they are authorized to use the Bicycle.

5.7. In the event of an accident or any other incident resulting in damage, the User is obliged to inform the Operator of this immediately via the Helpline or the Operator's contact email listed on the Website or in the App, as well as the relevant institutions or authorities, in particular the police.

5.8. The User is obliged to immediately inform the Operator via the Helpline or the Operator's contact email address listed on the Website or in the App of any change to their details required for the provision of the Service, in particular a change of email address or telephone number.

## **VI. complaints regarding the service or defects**

6.1. All information relating to claims, complaints or suggestions is set out in the Complaints Procedure, which forms Annex 1 to these General Terms and Conditions.

6.2. If information is reported to the Infoline which, under applicable legislation, these General Terms and Conditions or the Complaints Procedure, constitutes a complaint, suggestion or grievance, the procedure set out in the Complaints Procedure shall apply.

## **VII. Duration of the rental and its termination**

7.1. The Partial Rental Agreement for the rental of a Bicycle between the User and the Operator is deemed to have been started at the moment the User unlocks the bicycle in accordance with these General Terms and Conditions. Unless otherwise provided for in these General Terms and Conditions, the Partial Rental Agreement referred to in the preceding sentence shall terminate upon the proper return of the Bicycle, free from defects and in a condition suitable for further use, to the designated location and upon payment of the rental fee in accordance with Articles III and IV of these General Terms and Conditions.

7.2. As the Partial Lease Agreement is concluded for a fixed term, it is not possible to terminate this agreement.

7.3. By registering, the User consents to the commencement of the provision of the Service prior to the expiry of the withdrawal period within the meaning of Section 7 of the Act. The Operator hereby informs

the User that by giving consent to the commencement of the provision of the Service before the expiry of the withdrawal period in accordance with the preceding sentence, they lose the right to withdraw from the contract once the Service has been fully provided. By accepting these General Terms and Conditions, the User confirms that they have been duly informed of the above.

7.4. The User also acknowledges that, as they requested the commencement of the provision of services during the withdrawal period, they are obliged to pay the Operator the price for the performance actually provided.

7.5. If the User has not yet started using the Service, the contract for the provision of the Service is deemed to have been concluded remotely within the meaning of the applicable legislation; the User is entitled to withdraw from this contract without giving any reason within 14 (in words: fourteen) days from the date of conclusion of such a contract. The period for withdrawing from the aforementioned contract expires 14 (in words: fourteen) days after the date of conclusion of the contract, i.e. after successful registration.

7.6. When exercising the right to withdraw from the contract pursuant to 7.5, the User shall inform the Operator of their decision to withdraw from the contract by sending a) an unambiguous written statement of withdrawal from this contract to the Operator's registered office or to any other address of the Operator's registered office recorded in the registers as current at the time of sending the withdrawal. For this purpose, the model withdrawal form, which forms an Annex to the General Terms and Conditions, or any other unambiguous statement of withdrawal from the contract may be used, including electronically via the Website. Should the User make use of this option, the Operator shall by sending an email to the email address provided when completing this form.

7.7. The deadline for the aforementioned withdrawal from the contract is deemed to have been met if the User sends a notice exercising their right to withdraw from the contract before the withdrawal period expires.

7.8. The User is entitled to withdraw from the contract in writing by sending a written notice of withdrawal in accordance with clause 7.6 of these General Terms and Conditions. When withdrawing, the User must clearly state their identification details. The contract is terminated upon proper delivery of the notice of withdrawal to the Operator. The form for withdrawal from the contract is attached as an Annex to these General Terms and Conditions.

7.9. The Operator may immediately withdraw from the contract concluded with the User without granting an additional period for the fulfilment of the breached obligation if

- a breach of the User's obligations under these General Terms and Conditions results in damage to the Operator, in particular damage to the Bicycle or the Docking Station,
- the User fails to return the Bicycle properly and in a condition suitable for further use in accordance with these General Terms and Conditions.
- The User may withdraw their consent to the processing of personal data as set out in the Annex to these General Terms and Conditions or in accordance with applicable legislation, to the extent that the provision of the Service is no longer possible.

7.10. In cases not specified in clause 7.9 of these General Terms and Conditions, the Controller may withdraw from the contract with the User due to a breach of the User's obligations set out in these General Terms and Conditions, provided that the breached obligation has not been subsequently fulfilled within the additional reasonable period (maximum 15 (in words: fifteen) days) set for this purpose by the Operator.

7.11. The Operator is obliged to send any notice of withdrawal from the contract to the User's email address provided during registration and to state the reason for withdrawal in the notice of withdrawal. The contract is terminated upon delivery of the notice of withdrawal to the User.

7.12. In the event of withdrawal from the contract due to a breach of the Operator's obligations, the User shall be refunded the amount of rent paid or a proportionate part thereof. The aforementioned payments shall be refunded to you without undue delay, no later than 14 (fourteen) days from the date on which The Operator has received notice of withdrawal from the contract. Refunds will be made using the same method as that used to pay for the Service, unless the User has expressly agreed to a different method of payment, and no additional fees will be charged. Payments for services that were duly provided prior to withdrawal from the contract and have been mutually consumed shall not be refunded.

### **VIII. Fees and payment terms**

8.1. All prices associated with the use of the Services are set out in the Operator's Price List, available on the Website and/or in the Application.

8.2. The Operator is entitled to unilaterally change the prices listed in the Price List, with the change taking effect upon publication of the amended version of the Price List at the locations specified in the previous point of these General Terms and Conditions.

8.3. Payment for the use of the Services is only possible via cashless online payment using payment cards specified by the Operator, such as Mastercard, Maestro, VISA, VISA Electron, Diners Club, JCB, UPI (UnionPay) or others listed in the Price List at the time of using the Service.

8.4. The User is solely responsible for the use of the relevant payment card. By using the card, it is assumed that the User is authorized to use it. The Operator is not liable for the use of a counterfeit payment, a stolen card, or a corporate card.

8.5. The User is entitled to report any objections to a charged payment to the relevant Helpline in accordance with the Complaints Procedure.

8.6. In the case of payment for a Service used by the User on a per-minute basis, every minute or part thereof is charged.

### **IX. Data Protection**

9.1. For the purposes of using the Service, the User consents to the processing of their personal data and other data in accordance with the Consent to the Processing of Personal Data, which forms part of these General Terms and Conditions.

### **X. Sending newsletters**

10.1. In accordance with the provisions of Section 3(3) of Act No. 147/2001 Coll. on Advertising and on Amendments to Certain Acts, as amended, and in accordance with the provisions of Section 62 of Act No. 351/2011 Coll. on Electronic Communications, as amended, hereby grants the Operator consent to send "newsletters" (information relating to the Service or, where applicable, the services or goods of third parties) to the email address provided by the User upon registration.

10.2. Withdrawal of consent under clause 10.1 of these General Terms and Conditions may be reported via the Helpline or by unsubscribing from newsletters in the Application or by the method specified in the email message which the newsletter is delivered.

## **XI. Alternative dispute resolution and supervisory authority**

11.1. The user has the right to submit a request for alternative dispute resolution within the meaning of Act No. 391/2015 Coll. on alternative dispute resolution for consumer disputes and amending certain acts, as amended. The User has the right to contact the Operator with a request for redress if they are not satisfied with the manner in which the Operator has handled their complaint or if they believe that their rights have been infringed. The User has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution body if the Operator has responded negatively to their request in accordance with the previous sentence or has failed to respond to it within 30 (in words: thirty) days from the date of its submission.

11.2. A list of alternative dispute resolution bodies can be found on the website of the Ministry of Economy of the Slovak Republic: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.

11.3. The operator also provides a link to the consumer dispute resolution platform <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=SK>.

11.4. The supervisory authority is the Slovenská obchodná inšpekcia, SOI Inspectorate for the Trnava Region, with its registered office at Pekárska 23, 917 01 Trnava.

## **XII. Final provisions**

12.1. By registering or by any other specified means, the User expresses their express consent to the wording of these General Terms and Conditions and their annexes and undertakes to comply with them.

12.2. Unless otherwise provided by law, the Operator is entitled to amend the provisions of these General Terms and Conditions at any time, with such amendments taking effect upon publication of the new version on the Website or in the Application.

12.3. All communication between the User and the Operator must be in the Slovak language, unless expressly stated otherwise in these General Terms and Conditions or by the Operator.

12.4. These General Terms and Conditions, as well as the rights and obligations of the parties arising therefrom, are governed by the laws of the Slovak Republic.

12.5. The following are annexed to and form part of these General Terms and Conditions: 1. Complaints Procedure, 2. Data Protection, and 3. Contract Withdrawal Form

12.6. These General Terms and Conditions shall enter into force and become effective on 24 April 2026.

## **Appendix No. 1**

### **General Terms and Conditions for the Use of Bicycles and the Slovnaft eBAJK Service**

#### **COMPLAINTS PROCEDURE**

##### **I. Introduction**

When providing services within the Service in the capital city of the Slovak Republic Bratislava, acts in accordance with the provisions of the relevant legislation, in particular Act No. 40/1964 Coll. the Civil Code, as amended, the provisions of Act No. 250/2007 Coll. on consumer protection and amending Act No. 372/1990 Coll. of the Slovak National Council on administrative offences, as amended, Act No. 102/2014 Coll. on consumer protection in the sale of goods or the provision of services under a distance contract or a contract concluded outside the seller's business premises, and amending and supplementing certain Acts, as amended.

Given the specific nature of the services provided, these Complaints Procedures set out the process for making complaints regarding the quality of services provided by the Operator in connection with the "Slovnaft eBAJK" bike-sharing service in Bratislava, the capital of the Slovak Republic.

Through these Complaints Rules, the Operator informs the User of the scope, conditions and method of making a complaint, including details of where a complaint can be made.

These Complaints Rules are displayed in a prominent place accessible to the User, namely by publication on the Operator's website slovnaftebajk.sk and within the App.

##### **II. General Provisions and Interpretation of Terms**

2.1. For the purposes of these Complaints Rules, the following terms have the following meanings:

- The Complaints Procedure is this Complaints Procedure for the Service issued by the Operator and published on the website slovnaftebajk.sk, or in the App, which governs the conditions for complaints regarding the Service, in particular the conditions and method of making a complaint, liability for defects, the method of submitting and handling complaints, deadlines for submitting and handling complaints, rejection of complaints, claims arising from accepted complaints, and so on. The Complaints Procedure forms an annex to the General Terms and Conditions.
- The Service or Services refers to the provision of services relating to the automated hire of Bicycles, under which the Operator enables Users to temporarily use Bicycles on a short-term basis, subject to Availability and in accordance with the terms set out in the General Terms and Conditions (so-called bike-sharing).
- A User is a natural person – a consumer – who has fulfilled or intends to fulfil the conditions set out in the General Terms and Conditions for the use of the Service, in particular the payment of the fee for using the Service.
- The Designated Person is Dopravný podnik Bratislava, a joint-stock company, with its registered office at: Olejkárska 1, 814 52 Bratislava, Company ID No.: 00 492 736, registered in the Commercial Register of the District Court Bratislava I, Section Sa, File No. 607/B.
- The consumer protection laws are Act No. 250/2007 Coll. on consumer protection and amending Act of the Slovak National Council No. 372/1990 Coll. on administrative offences, as amended, and Act No. 102/2014 Coll. on consumer protection in the sale of goods or

the provision of services on the basis of a distance contract or a contract concluded outside the Seller's business premises and on amendments to certain laws, as amended.

2.2. By entering into the Contract, the User expresses their consent to these Complaints Rules and undertakes to comply with them as part of the Contract.

### **III. The Operator's liability for defects in the Services**

3.1. The Operator is liable for defects in the Services in accordance with applicable legislation, the General Terms and Conditions and these Complaints Procedure Rules. Defects are understood to mean instances where the Service does not meet the quality requirements of the Service offered in accordance with the nature of the Service offered and/or is not provided in accordance with applicable legislation or the General Terms and Conditions. A defect in the Service is understood to mean, in particular:

- failure to provide the Service properly and on time in accordance with the General Terms and Conditions, for example, failure to unlock the Bicycle despite the User having duly fulfilled all their obligations,
- failure to make payment for the Service or making a payment in an amount other than that specified in the Price List,

3.2. A complaint under these Complaints Procedures does not include a submission by the User regarding their dissatisfaction with the Services provided, which does not constitute a defect within the meaning of applicable regulations or these Complaints Procedures, or dissatisfaction with the process of handling the complaint or claim itself, unless these Complaints Procedures or applicable legislation, in particular the Consumer Protection Acts do not provide otherwise (hereinafter also referred to as a "Complaint").

3.3. The Operator shall not be liable for defects in the Service caused by circumstances excluding liability.

3.4. For services provided by the Operator on behalf of business partners, the complaints procedures of those business partners (subcontractors) apply.

3.5. The Provider shall not be liable for any incorrect information provided by the User in the complaint submitted by them.

3.6. Any complaint shall be deemed justified if it is demonstrated that the Operator has breached the relevant legislation or the General Terms and Conditions, or has acted contrary to them. A complaint shall also be deemed justified if the Operator fails to duly notify the User of the outcome of the complaint procedure within the time limit specified in these Complaints Rules.

3.7. Where a complaint concerns the correctness of the payment for the Services or the execution of the payment, the Operator is not obliged to refund the disputed payment for the Service to the User until the complaint has been duly resolved.

3.8. Complaints are handled by the Operator or the Designated Person. The Designated Person is also authorized, to the extent provided for by the relevant legal regulations, to handle submissions relating to the lodging of a complaint; in particular, they are authorized to receive such submissions, inform the User of their rights, issue them with a confirmation of receipt of the complaint or to accept the User's decision on how the complaint should be handled.

3.9. The Complaints Procedure does not contain any information regarding warranty repairs, as these services, by their very nature, do not fall within the scope of warranty repairs.

#### **IV. Conditions and procedure for making a complaint**

4.1. The User is obliged to report a defect in the Services without undue delay after discovering the defect, at the latest within 30 (in words: thirty) days from the date on which the reported issue occurred.

4.2. A complaint may be lodged by sending an email to [info@slovnaftbajk.sk](mailto:info@slovnaftbajk.sk) or by telephone on **+421 2 5950 5950**.

4.3. The complaint must include:

- (i) identification of the User making the complaint, including: first name, surname, address, email address, telephone number
- (ii) a description of the defect being complained about, its location and symptoms
- (iii) the date on which the matter giving rise to the complaint occurred
- (iv) the proposed method of resolving the complaint.

4.4. The User is obliged to submit a document (the original or a photocopy verifiable as a true copy of the original) proving the provision of the Service in question, except in cases where the complaint concerns the failure to provide proof of ordering the Service. In the case of a complaint made by email in accordance with clause 4.2, the aforementioned proof must be submitted at the same time as the complaint is sent, and in the case of a complaint made by telephone, this document must be submitted no later than 3 (in words: three) days from the date of the telephone call regarding the complaint.

#### **V. Acceptance of the complaint**

5.1. The Operator or the Designated Person shall confirm receipt of the complaint:

- in the case of a complaint sent by email, by sending an email to the address the User has expressly stated in the email message; otherwise, to the email address from which the User sent the complaint,
- in the case of a complaint made by telephone to the telephone number during the telephone call, or otherwise to the telephone number from which the complaint was made.

5.2. The Operator or the Designated Person shall deliver to the User a confirmation of receipt of the complaint, which was delivered by any of the methods specified in point 5.1 of these Complaints Procedures, without delay upon delivery/receipt of such a complaint. The aforementioned confirmation is merely a confirmation by the Operator or the Designated Person that the complaint has been received; it does not constitute an acceptance of the complaint or any other similar action.

5.3. The complaints procedure commences upon a complaint being properly lodged in accordance with these Complaints Rules. A complaint is deemed to have been properly lodged upon delivery of a complaint containing all the particulars stipulated by these Complaints Rules, including proof of provision of the Service in accordance with clause 4.4 of these Complaints Procedures.

#### **VI. Method of handling the complaint**

6.1. The Operator or the Designated Person is entitled to reject a complaint if it is not submitted in accordance with these Complaints Procedures or applicable legislation, in particular if:

- the User's submission does not constitute a complaint within the meaning of the relevant legislation or these Complaints Rules, in particular if it is a Complaint,
- the User has lodged the complaint after the deadline for lodging a complaint has expired,

- the complaint does not meet the requirements set out in the relevant legislation and these Complaints Rules, in particular under points 4.2 and 4.3,
- The User has not demonstrated that the complaint relates to a Service provided by the Operator,
- The User has not provided the Operator or the Designated Person with the information or supporting documents specified in clause 7.1, and without such provision it is not possible to properly process the complaint,
- The defect subject to the complaint was caused by the User's actions or omissions, in particular in the event of conduct contrary to the General Terms and Conditions or its annexes.

6.2. The Operator or the Designated Person shall inform the User of the reasons for rejecting the complaint in accordance with clause 5.1 of these Complaints Procedures.

6.3. If the complaint received meets the conditions set out in the relevant legislation and these Complaints Procedure Rules, the Operator shall assess its validity.

6.4. If the Operator acknowledges the validity of the complaint, the Operator or the Designated Person shall inform the User of their rights under Section 619 et seq. of the Civil Code and, based on the User's decision as to which of these rights they wish to exercise, shall determine the method of handling the complaint in accordance with

these Complaints Rules and the relevant legal regulations. The complaint shall be resolved immediately; in complex cases, no later than within 3 (in words: three) working days from the date of the complaint being duly lodged. In justified cases, particularly where a complex technical assessment of the product's condition is required, no later than 30 (in words: thirty) days from the date on which the complaint was duly lodged.

6.5. Once the method of resolving the complaint has been determined, the complaint shall be resolved immediately; in justified cases, the complaint may be resolved at a later date, but the resolution of the complaint must not take longer than 30 (in words: thirty) days from the date the complaint was lodged. Once the deadline for handling the complaint has expired, the User has the right to withdraw from the Contract or to exchange the defective Service for a properly provided Service.

6.6. The Operator or the Designated Person shall inform the User of the resolution of the complaint in the manner specified in point 5.1 of these Complaints Rules.

## **VII. Rights and obligations of the parties**

7.1. As part of the complaint procedure, the Operator or the Designated Person may request further relevant information and supporting documents from the User necessary for the proper handling of the complaint. For this purpose, the User is obliged to provide the Operator or the Designated Person with the necessary cooperation. The time required to provide additional information/documents shall not be included in the time limit for handling the complaint in accordance with these Complaints Rules or applicable legal regulations.

7.2. If the User is not satisfied with the outcome of the complaint or the manner in which it was handled, they may pursue their claims in accordance with applicable legislation.

7.3. The handling of the complaint does not affect the User's right as a consumer to compensation for damages in accordance with applicable legislation.

**Appendix No. 2**

**to the General Terms and Conditions for the Use of Bicycles and the Slovnaft eBAJK Service  
Data Protection**

The full text is available at: [slovnaftebajk.sk](http://slovnaftebajk.sk), which forms part of these General Terms and Conditions.

**Appendix No. 3**

**to the General Terms and Conditions for the Use of Bicycles and the Slovnaft eBAJK Service**

Contract withdrawal form

SAMPLE CONTRACT WITHDRAWAL FORM (please complete and return this form only if you wish to withdraw from the contract)

TO: Občianske združenie pre rozvoj cyklistickej infraštruktúry, registered office: Školská 33, 931 01 Šamorín,  
Company ID: 42401909

The undersigned ..... (first name and surname),

residing at....., date

of birth: .....

hereby give notice that I am withdrawing from the contract for the provision of the Bikessharing service concluded with you on .....

I am withdrawing from the contract because .....

In .....

on .....

\_\_\_\_\_

(signature of the withdrawing party)