

General Terms and Conditions for the ListNRide Online platform

These General Terms and Conditions (GTC) shall take effect for all users registered via the ListNRide websites after 5.5.2021, unless the user objects to the validity of the new GTC within six weeks of receipt of the e-mail in which the user is notified about the new GTC. For all users who have registered after 5.5.2021 the GTC in the version to which they agreed when registering apply from the time of registration.

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ListNRide is an online platform (hereinafter "platform") on which users (hereinafter "members") can publish, offer, search and book bicycles, bicycle accessories and activities (hereinafter "Bicycles"). Members who publish and offer Bicycles are "Lessors" (hereinafter "Lister"), and members who search for, book or use these Bicycles are "Lessee" (hereinafter "Rider").

ListNRide is neither a contractual partner of the contracts concluded directly between Listers and Riders, nor an insurer, organizer or intermediary. The following **General Terms and Conditions of Use** (hereinafter "Terms of Use") in Section I shall form part of the agreement concluded between the user and ListNRide in respect of the arrangement service. Any agreement for rental of the Bicycle (hereinafter "Rental Agreement") concluded via the platform shall comply with the **General Terms and Conditions of Rental** (hereinafter "Rental Terms") specified in Section II.

I. General Terms and Conditions of Use

§ 1

Scope of Application

- 1.1 These Terms of Use shall apply to all agreements concluded between ListNRide and the members in respect of services performed via the platform.
- 1.2 Agreements made between ListNRide and the user shall be based exclusively on the present Terms of Use as well as confirmation of user agreement pursuant to 3.1.3. General terms and conditions of business of the members shall not apply, even if ListNRide does not expressly contest their inclusion. The language governing these Terms of Use shall be English.
- 1.3 Some provisions of the Terms of Use shall only apply to the members if they are a consumer within the meaning of Section 13 of the German Civil Code (BGB – Bürgerliches Gesetzbuch) or an entrepreneur within the meaning of Section 14 BGB.
 - 1.3.1 A consumer is a member who is using the services of ListNRide for a purpose that cannot predominantly be attributed to either their trade or their independent professional activities.
 - 1.3.2 An entrepreneur is a member who, when entering into a legal transaction, is acting in exercise of their trade or independent professional activities. Entrepreneurs are also referred to as commercial users.ListNRide shall expressly refer to such limited application in the respective individual case.
- 1.4 The Terms of Use will be displayed as a PDF file and may be saved. Members are also entitled to a printout.

§ 2

Agency platform

- 2.1 Via the platform, individuals or legal entities may let bicycles to others (referred to hereinafter in this capacity as "Lister") or rent bicycles (referred to hereinafter in this capacity as "Rider"). ListNRide itself is neither the owner nor the holder of such Bicycles, neither does it let them to others. ListNRide merely arranges conclusion of the agreement and in this process is authorized as a representative to conclude agreements on behalf of the Lister.
- 2.2 ListNRide does not provide internet access or other technical services required for use of the platform.
- 2.3 ListNRide continuously works to optimize and expand the services offered. This may lead to changes, particularly to the technical requirements for providing and transmitting advertisements and booking inquiries.
- 2.4 ListNRide may have the services to be performed via the platform fully or partially carried out by subcontractors at any time. Any subcontractors engaged shall be bound by contract to adhere to ListNRide's data protection regulations and to observe confidentiality.

§ 3

Concluding a Member Agreement through Registration

- 3.1 Lister and Rider (hereinafter jointly referred to as "members") may only use the platform after first having registered. Upon registration an agreement governing the use of the platform free of charge (hereinafter "Member Agreement") is concluded between ListNRide and the members.
- 3.1.1 In order to register, it is necessary to provide mandatory information, which is requested during the registration (hereinafter "Master Data"). The member may register through entering the master data into the platform or have them transferred from selected social media services such as Facebook or Google, e.g. (Social Networking Services, in short "SNS"). The member may correct errors in the inserted data on the platform. The member confirms that the inserted Master Data are correct, up to date and complete as well as not infringing third parties' rights (e.g. name rights or trademark rights). In case the Master Data change, the member shall immediately update his Master Data in their user profile.
- 3.1.2 The member does not give a legally binding offer to enter into the member Agreement until clicking the button "Sign up". The member therewith also confirms the Terms of Use.
- 3.1.3 Once registration is complete, ListNRide sends the member an e-mail confirming the registration (hereinafter "Confirmation of member Agreement"). The member is required to verify the e-mail address they provided via a link. Upon verification registration is complete and a member Agreement is concluded between the member and ListNRide. ListNRide now creates a personal account for the member (hereinafter "ListNRide Account") and activates it. A verification of the email can be waived, a booking via a third-party application (white label booking) is made, the confirmation of registration is then confirmed by the member in the booking process.
- 3.1.4 ListNRide will not store the Confirmation of member Agreement and the member may no longer view or retrieve it on the platform.
- 3.2 The Master Data are stored in the ListNRide Account. Other members can only view them when and to the extent necessary for making contact. ListNRide shall use the Master Data exclusively for the purpose of executing and processing the member Agreement. ListNRide shall also evaluate the Master Data in anonymized form for statistical and empirical purposes.
- 3.3 Bicycle brands provide ListNRide with their range of bicycles for promotional and testing purposes. This gives potential buyers the opportunity to see and try out their range of bicycles free of charge or for a fee. Registered members confirm that the manufacturer may be informed by ListNRide about these test rides.
- 3.4 Only individuals, legal entities and partnerships with unrestricted legal capability are permitted to register. Legal entities and partnerships may only be registered by an individual authorized to represent them, who must be specified by name. During registration, only individual persons may be named as holders of membership accounts (i.e. not married couples or families). Multiple registrations under different member names are not permitted.

§ 4

Conclusion of an Agency Agreement

- 4.1 If the Lister publishes bicycles on the platform (hereinafter "Publication") or if the Rider makes a booking enquiry via the platform (hereinafter "Booking enquiry"), he shall instruct ListNRide to arrange a rental agreement with costs (hereinafter "Agency Agreement").
- 4.2 The Agency Agreement shall be concluded upon publication or booking enquiry. ListNRide confirms the conclusion of the Agency Agreement with a separate e-mail (hereinafter "Contract Confirmation").
- 4.3 ListNRide does not keep the Contract Confirmation in the user profile and members may not retrieve it.

§ 5
Right of Revocation

A member who is a consumer is entitled to revoke their declaration of agreement according to section 4.1. It is noted here that information on the conditions for exercising the revocation and the legal consequences thereof may be found in the separate [Revocation Instruction](#).

§ 6 Customer Service

6.1 The Rental Agreement arranged via the platform will be concluded exclusively between the Lister and the Rider. ListNRide is therefore neither liable for the creditworthiness of the contractual partner introduced nor the proper performance of the Rental Agreement (see also Section 13.2). As an agent, ListNRide is nevertheless committed to ensuring that the Rider's booking requests are answered promptly and will assist the member should there be any problems with the execution of the Rental Agreement.

6.1.1 If the confirmation of a booking request (see II. clause 2.2) by the Lister takes longer than usual, the Rider can contact ListNRide. ListNRide will then attempt to contact the Lister and find out why the confirmation is delayed.

6.1.2 In addition to the statutory rights of revocation, withdrawal and termination, the Rider may cancel the Rental Agreement on the following terms set out in § 18. Whether and to what extent the Rider is refunded the rental price also results from § 18. The refund of the rental price in case of cancellation will be made by ListNRide.

6.1.3 If the Rider is dissatisfied with the Bicycle or the fulfilment of the Rental Agreement by the Lister, the Rider can inform ListNRide. The same shall apply if the Lister believes that the Rider has not treated the rented bicycle with care or if he is dissatisfied with the Rider for other reasons (hereinafter "Feedback"). For the Feedback, the members can submit Ratings or Reviews (see § 14) or contact ListNRide directly.

6.1.4 If the Bicycle was not handed over to the Lister in accordance with the contract, the Rider may instruct ListNRide to retain the rental price. The procedure after such instruction results from section 15.4.5. If the Rider is dissatisfied with the quality and condition of the Bicycle and therefore wants to reduce the rental price, demand a refund of the rental price or claim damages, the Rider must contact the Lister directly to lodge its complaint (hereinafter "Complaint"). If the Rider is unable to contact the Lister or the Lister does not answer the Rider's Complaint, the Rider may contact ListNRide within 7 days upon the end of the rental period for the use of the Bicycle (hereinafter "Period of Use"). ListNRide will attempt to mediate between the Rider and the Lister but does not guarantee that the complaint will be successful.

§ 7
Term, Termination

7.1 The member Agreement is concluded for an indefinite period.

7.2 Unless otherwise agreed, the member may terminate the member Agreement at any time without the requirement to observe a notice period by using the option "Deactivate Account". Rental Agreements that have already been proven or arranged shall remain unaffected by the termination. This shall also apply accordingly to claims to payment of the ListNRide or service charge that are already due.

7.3 Unless otherwise agreed by the parties, ListNRide may terminate the member Agreement at any time upon 30 (thirty) days' notice. The termination notice shall be in writing (e-mail is sufficient).

7.4 The right to terminate for good cause shall remain unaffected. In particular, good cause shall be deemed to exist if:

7.4.1 the member fails to meet a payment obligation in full or in part despite a reminder;

- 7.4.2 the member breaches their duties under these Terms of Use and does not take corrective action despite a reminder. A reminder shall not be required if it does not hold out any promise of success or if the breach is so severe that it is unreasonable to expect ListNRide to adhere to the agreement. The severity of the breach may also be based on the member already having been warned repeatedly on account of a comparable breach;
 - 7.4.3 ListNRide can no longer offer the platform in its previous form due to a change in the legal situation or case law or a judicial or official order;
 - 7.4.4 ListNRide discontinues the platform or its business activities; or
 - 7.4.5 the opening of insolvency proceedings against the member's assets is rejected for lack of assets.
- 7.5 After the agreement has ended, the member shall no longer have access to the membership account or profile of the Lister. ListNRide shall not be responsible for safeguarding the information stored in the membership account and profile of the Lister. The member is thus required to back up the data relevant to them on a storage medium independent of ListNRide in good time prior to the end of the agreement.

§ 8

Use of the platform

- 8.1 The member undertakes not to use the platform in an improper manner. In particular, they are not permitted to:
- 8.1.1 impersonate another person or pretend to belong to a legal entity;
 - 8.1.2 use the membership account to publish information not related to the letting or renting of Bicycles;
 - 8.1.3 send unsolicited advertising material or sales promotion material (such as unwanted promotional e-mails or "spam") via the platform;
 - 8.1.4 block, overwrite, or amend content from ListNRide; or
 - 8.1.5 use the platform using a system or program that impairs the security, integrity and/or availability of the systems employed by ListNRide to operate the platform, cause robots or automated processes to influence the platform or enable such influence, or otherwise disrupt the proper and smooth functioning of the platform or access the platform without authorization.
- 8.2 The member shall indemnify ListNRide against all claims asserted against ListNRide by third parties due to improper use within the meaning of § 8.1. They shall compensate ListNRide for any losses incurred by ListNRide as a result of such improper use, including any legal costs. This does not apply in case the member is not responsible for such improper use. The member shall support ListNRide in its legal defense.

§ 9

Access Data

- 9.1 The member shall obtain personal login data for login to their ListNRide account that may be used exclusively by them. The member shall
- 9.1.1 not pass the login data on to third parties;
 - 9.1.2 select passwords that are difficult to decipher;
 - 9.1.3 keep the login data and passwords secret; and
 - 9.1.4 immediately change the login data or have them changed by ListNRide, should they know of any misuse of the access data. This shall also apply where they only suspect or fear such misuse.
- 9.2 The member is required to protect computers and data storages on which login data are stored or used.

- 9.3 The member shall be liable for all damage brought about by any third-party use for which they are responsible.
- 9.4 If the member breaches the duties of care specified in 9.1 and 9.2 to a significant degree, ListNRide shall be authorized to block the member's ListNRide account (temporarily). The member shall be informed of this by e-mail.

§ 10

Responsibility for Content

- 10.1 The member shall be solely responsible for all the content they post on the platform. This shall include, without limitation, the description provided by the Lister in connection with offering a Bicycle, the image files stored as well as the fixing of a price (including any taxes that may be payable) (jointly referred to hereinafter as "Listing"). The member shall check the content carefully before posting it. ListNRide may examine the content as required.
- 10.2 The Lister shall ensure that the Bicycle they advertise is described correctly and completely, including any existing defects. When doing so, they must at least provide the information marked by ListNRide as mandatory.
- 10.3 When posting a Listing, the Lister affirms that
- 10.3.1 they are in possession of the Bicycle offered and are entitled as the sole owner or their authorized representative to conclude the Rental Agreement and dispose of the Bicycle; and
 - 10.3.2 the Bicycle is in an orderly condition except for the defects specified in 10.2 and is suitable for the intended use;
- 10.4 The member shall ensure that the Listing and other content:
- 10.4.1 relate exclusively to the Bicycle offered;
 - 10.4.2 do not infringe moral rights of third parties;
 - 10.4.3 do not discriminate on grounds of race, do not cause offense or harassment, and are not immoral or sexually explicit;
 - 10.4.4 do not contain any information or data that the member is not authorized to transfer by contract and/or under existing law (e.g. trade secrets, protected or confidential information of which they have obtained knowledge in the context of employment relationships or which fall under a confidentiality agreement); and
 - 10.4.5 do not infringe (directly or indirectly) third-party rights, in particular copyrights, neighbouring rights or related rights, trademark rights, brand rights, patent rights, and utility model or design rights.
- 10.5 When posting the content, the member undertakes (where required) to provide references to authorship, copyright or similar rights truthfully and completely.
- 10.6 If the Lister advertises the Bicycle in their capacity as an entrepreneur, they are required to provide to the Rider the information required according to the provisions on distance contracts and contracts in electronic commerce and (where required) information on the statutory right of revocation. They shall review their obligations independently in any case, even when using the Rental Terms.
- 10.7 Members shall indemnify ListNRide against all claims asserted against ListNRide by third parties as a result of content. members shall compensate ListNRide for any losses incurred by ListNRide due to the infringement of third-party rights, including any legal costs. This does not apply in case the member is not responsible for the infringement. members shall support ListNRide in its legal defense.
- 10.8 ListNRide is authorized to remove content from the platform and to delete it in full or in part if it does not comply with the requirements stipulated in 10.2 through 10.5.

§ 11
Granting of Rights

- 11.1 By posting or uploading the Listing and other contents to the platform, the member grants ListNRide, free of charge, for the statutory term of protection, an irrevocable, non-exclusive, worldwide, unrestricted as to content and sublicensable licence to use – including multiple uses – the content in tangible or intangible form, digitally or analogously, against payment or free of charge, for the purpose of performing the obligations under the member Agreement including uses for marketing purposes.
- 11.2 The granting of rights includes in particular:
- 11.2.1 The right of reproduction and distribution, i.e. the right to reproduce and distribute the Listings and other content, in whole or in part, digitally or analogously, permanently or temporarily, within the scope of the purpose of the contract - also on carriers other than those originally used;
 - 11.2.2 The right to online use, i.e. the right to make available the Listings and other content in whole or in part, unprocessed or processed, using analogue, digital or other storage and data transmission technology, with or without intermediate storage (e.g. Internet, WAP, GPRS, UMTS) to a limited or unlimited circle of users in such a way that the Listings and other content may be displayed, communicated, stored, forwarded and also printed out using stationary or mobile end-devices of all kinds (e.g. PCs, smartphones, tablets, TV devices, Smart TVs, e-readers) irrespective of time and location, in particular within the framework of or while using audiovisual services of any kind, tele- and media services, internet-based distribution platforms, mobile telephony services, intranet, extranet, apps (regardless of operating system), SMS, MMS, subscription services, newsletters, blogs, push and pull services, Twitter services, social networks (with simultaneous authorization to allow third parties to share and recommend the contributions); including the right to interactively use the Listings and other content or parts thereof;
 - 11.2.3 The right to archive, i.e. the right to archive Listings and other content in electronic databases together with other content and to make them available to third parties, including for downloading, forwarding and printing; and
 - 11.2.4 The right to self-promotion, i.e. the right to use the Listings and other content in media of all kinds (e.g. print, online, mobile, radio and TV) for purposes of self-promotion of ListNRide and its services. This includes the right to produce, duplicate and distribute content representations and other short literary works contained in the Listings and in other content as well as in other promotional texts to a reasonable extent. Furthermore, this also includes the right to display, communicate to the public and/or distribute the Listings and other content in whole or in part at trade fairs, sales exhibitions, advertising events and/or similar events free of charge or against payment. ListNRide is also entitled to transmit the Listings and other content for the purpose of advertising for ListNRide to contract partners who display the content on the websites operated by them (together with the advertising materials placed there).
 - 11.2.5 The right to edit and modify, i.e. the right to systematize, summarize, shorten, divide, rearrange, reduce, enlarge, combine with other works, translate or otherwise edit the Listings and other content, using analog or digital techniques, while respecting the moral rights of the authors, the owners of neighbouring rights and other related rights as well as those depicted by the Listings and other content.
- 11.3 The member also grants ListNRide an exclusive right, worldwide, unlimited in geographical scope and time, for the types of use unknown at the time of the conclusion of the contract.

- 11.4 The rights of use granted in accordance with the aforementioned provisions shall remain in force beyond the duration of the contract of use, unless the member terminates the contract of use for good cause. In this case, all rights of use shall revert to the member. Existing uses will not be affected and may therefore be continued.
- 11.5 The member undertakes that he has all the necessary power, authority and rights to grant any relevant rights vesting in the Listings and other content as mentioned in § 11, free of all encumbrances and with full title guarantee. The member undertakes that those rights have not been and will not be granted to third parties, neither wholly nor partly. The member shall indemnify and hold harmless ListNRide against all claims and allegations made by third parties with regard to the use of the Listings and other content by the members, unless the member is not responsible for the claimed or alleged infringement. In this case, the member shall compensate ListNRide for any loss or damage incurred by ListNRide as a result of the use, including any costs of legal defense, and support ListNRide in its legal defense.

§ 12

Contact, Newsletter

- 12.1 ListNRide shall send the member the information they require to perform the member Agreement to the e-mail address they provided during registration. In particular, this shall be security information, notices of amendments to the terms and conditions of business, and information on new or modified features.
- 12.2 The member shall only receive notifications regarding marketing activities of ListNRide and its partners (hereinafter "Newsletter") if they agreed to receiving the Newsletter. The member may end their subscription to the Newsletter at any time by clicking on the "Unsubscribe from Newsletter" field in the Newsletter. In such case, the member's e-mail address shall be deleted from the Newsletter distribution list and the absence of consent shall be noted in the customer area.

§ 13

Representations and Warranties

- 13.1 ListNRide does not assume any responsibility for the correctness of the Master Data provided by the member during registration. members must independently verify the identity of their contractual partners.
- 13.2 ListNRide does not guarantee that an agreement will be concluded between the members as a result of using the platform, neither shall it be liable for the creditworthiness of the contractual partner introduced or for the proper performance of the Rental Agreement arranged.
- 13.3 ListNRide shall not be responsible for the Lister complying with legal provisions, in particular provisions on obligations under tax law, which may also include any obligations under sales tax law and obligations arising in relation to indirect taxes.
- 13.4 ListNRide shall not be responsible for the member fulfilling the duties to furnish information applicable in accordance with the rules on distance contracts and contracts in electronic commerce.
- 13.5 The member shall be responsible for safeguarding the Master Data, content and other data stored in the membership account or elsewhere on the platform on a storage medium that is not accessible to ListNRide. ListNRide shall not safeguard the data.
- 13.6 ListNRide does not assume any responsibility for the functionality of the member's internet access or for other third-party services (e.g. mobile communications services) that are required for use of the services.
- 13.7 ListNRide expressly points out that using web services can pose risks. This relates, in particular, to risks caused by the sending of malware, spamming (unsolicited sending of promotional e-mails), password theft, electronic break-ins and manipulation, hacking and other forms of unauthorized disclosure of data from workshops, nuisances and

falsifications. ListNRide shall make reasonable efforts to minimize such risks. This shall not establish an obligation to assume liability. Use of the platform shall thus be at the member's own risk.

- 13.8 Maintenance work, subsequent additions or upgrades, faults or bugs and other causes or circumstances may lead to interruptions or faults in the operation of the platform. ListNRide shall remove technical faults without delay as far as is technically possible.
- 13.9 In all other respects, the statutory warranty law shall apply.

§ 14

Reviews and Ratings

- 14.1 In order to build a platform of trust, we ask our community to leave public reviews ("Review") after completion of a booking at the end of the period of use and rate each other by means of a star rating ("Rating"). The member will provide truthful information in the reviews and evaluations and will only include such circumstances that are connected with the execution of the rental agreement. Reviews are most helpful when they provide unbiased and objective information.
- 14.2 ListNRide shall not be responsible for the reviews and ratings. ListNRide shall not examine the reviews and ratings before they are posted. ListNRide is authorized to add comments to the ratings for clarification purposes and to remove and delete them from the ratings profile in full or in part if it comes to ListNRide's notice that the ratings
- 14.2.1 injure the moral rights of third parties;
 - 14.2.2 cause offense or harassment or are immoral or sexually explicit;
 - 14.2.3 contain personal information regarding the other member, such as their name, address, telephone number or e-mail address;
 - 14.2.4 contain prohibited links or scripts;
 - 14.2.5 were inadvertently attributed to the wrong member, does not relate to the Listing that is rated;
 - 14.2.6 must be removed due to an enforceable court decision against the party who gave the rating; or
 - 14.2.7 originate from a member whose membership account was blocked within 90 days of their registration with ListNRide. This shall not apply to membership accounts that have, for example, been blocked as a result of non-payment of the ListNRide fee or in situations in which the member was granted the opportunity to resolve the problem and the block on the membership account will be lifted again.

§ 15

Service Fee, Handling of Payments

- 15.1 If a contract is concluded between the Lister and the Rider, ListNRide may charge service fees and applicable taxes to Listers and Rider for the use of the ListNRide Platform. Unless otherwise stated on the ListNRide Platform, Service Fees are non-refundable. ListNRide reserves the right to change service fees at any time and will notify members of any fee changes in advance. Fee changes will not affect bookings made prior to the effective date of fee change.
- 15.2 ListNRide has two different service fee structures for bookings: split-fee and host-only fee.
- 15.2.1 Split Fee: A service fee is deducted from the Lister payout, and a service fee is charged to Rider. This is the most common fee structure.
 - 15.2.2 Lister-only Fee: The entire service fee is deducted from the Lister payout, and no ListNRide service fee is paid by the Rider. This is most common for commercial Listers, who use the ListNRide White Label integration on their website.

- 15.3 The Service Fee is calculated from the booking subtotal and is automatically deducted from the Lister payout. If a split fee applies a service fee is calculated from the booking subtotal and displayed as the total price to be paid by the Rider. The Service Fee is displayed to the Lister before the publication of a listing or before the booking request. The Service Fee for the Lister ranges between 10% - 15%. Depending on the service fee structure, the service fee for the Rider can be free of charge or up to 15%.
- 15.4 Service Fees are to be paid as follows:
- 15.4.1 The Rider shall pay in advance the rental fee owed under the rental agreement plus the service fee owed to ListNRide using the payment methods accepted by ListNRide.
 - 15.4.2 The Lister authorizes ListNRide to collect the rent owed in his name and to keep it in a trust account (hereinafter referred to as the "Trust Account") which has been set up for this purpose.
 - 15.4.3 ListNRide will pay the rental price less the service fee and value added tax owed by the Lister to the Lister within 7 business days upon the end date of the rental period. The Lister can decide to receive these payouts periodically, e.g. on a monthly basis.
 - 15.4.4 To receive a payment, the Lister must have a valid payout method in his ListNRide account. As a commercial user, it is mandatory to also provide relevant legal information about the business entity, such as VAT, legal name to verify the identity of the business and the persons associated. This includes the company name, associated persons and the VAT identification number (VAT ID) to verify their identity.
 - 15.4.5 This is not the case if the Rider has instructed ListNRide to retain the rental price because the Bicycle was not handed over to him in accordance with the contract (hereinafter "Instructions"). The instruction must be given in text form with reasons. If the member has given ListNRide the instructions, the rental charge will only be paid out when the Rider requests ListNRide to do so in writing or the Lister proves by presenting a legally binding title that the Rider is obliged to pay the rental charge.
- 15.5 The member may only offset ListNRide's claim for payment of the service fee against claims that are not contested by ListNRide or claims against ListNRide that have been determined by final judicial decision. This does not apply if the user's claim has arisen from a claim in kind entitling him to refuse performance. The member may only exercise a right of retention insofar as their counterclaim relates to the same contractual relationship.

§ 16

Safety Deposit

- 16.1 The Lister may only require the Rider to pay a safety deposit if they have already stated so in the Listing while specifying the amount of the safety deposit, the accepted means of payment, and the time by which the safety deposit is to be furnished.
- 16.2 ListNRide shall not be responsible for managing the safety deposit, neither shall it be liable for ensuring that the Rider pays the safety deposit as agreed.
- 16.3 If the Listing does not contain the information required under 16.1 and the Lister nevertheless requests a safety deposit, this shall be deemed a refusal to perform its duties under the Rental Agreement. In such case, ListNRide shall reserve the right to cancel the booking and to impose a cancellation fee on the Lister.

§ 17

Cancellation of Rental by the Rider

- 17.1 The Rider may cancel the Rental Contract under the following conditions (hereinafter: "Cancellation Conditions"). Cancellations within the meaning of these Cancellation Terms and Conditions are withdrawals from the concluded Rental Contract before the beginning of the period of use.
- 17.2 The amount of a refund depends on the time of cancellation and is determined as follows:
 - 17.2.1 For a full refund of the rental price, the Rider must cancel at least three full days (72 hours) prior to the local booking start time of the bike rental.
 - 17.2.2 In order to be refunded 50% of the rental price, the Rider must cancel at least two full days (48 hours) before the local booking start time of the bike rental.
 - 17.2.3 In order to receive a refund of 25% of the rental price, the Rider must cancel at least a full day (24 hours) before the local booking start time of the bike rental.
 - 17.2.4 If the Rider cancels the bike rental less than 24 hours in advance, no reimbursement will be made.
- 17.3 If the Rider returns the bicycle prematurely after start of the rental, the remaining rental price will not be refunded.
- 17.4 ListNRide service fees are not refundable. The basis of calculation for the refund after a cancellation is always the net price.
- 17.5 Regardless of the conditions under 17.2, at least € 10,- handling fee will be charged by ListNRide for processing cancellations to the Rider. In cases where the total booking amount is less than 10 €, this amount will be retained, and no refund will be made.
- 17.6 In the event of cancellation by the Rider, the Lister shall receive the retained refund amount less the service fee and a processing fee of € 10. In cases where the refund amount is less than the service and handling fee, no refund will be made to the Lister.
- 17.7 Cancellations by the Rider are made after the member has logged in, under *My Bookings* > *Cancel Booking*. Before the cancellation is finally confirmed, the refund amount is displayed.
- 17.8 In case of cancellation by the Lister (e.g. the bike is no longer available), the Rider will receive a full refund of the rental price and service fees.

§ 18

Cancellation of Rental by the Lister

- 18.1 Cancellations by the Lister result in the Rider's travel and mobility plans possibly no longer being feasible and damage trust within the ListNRide community. Therefore, as a matter of principle, listers should honor all confirmed bookings.
- 18.2 If a booking is cancelled by the Lister, the following consequences apply. In case of cancellation of a confirmed booking, a fee of 20,- € will be charged to the Lister. This fee is usually deducted from the first payment after this cancellation.
- 18.3 Cancellations by the Lister must be made in writing by e-mail to contact@listnride.com. The booking number and the reason for the cancellation must be stated therein.

§ 19

Vouchers and Credits

- 19.1 ListNRide offers the Rider a voucher as an alternative to a monetary refund or for promotion in some cases. The voucher can then be redeemed for a new booking within a specified period.
- 19.2 A voucher redeemed by the Rider cannot be restored or reissued.
- 19.3 After a booking has already been made, a voucher can no longer be redeemed.
- 19.4 Once a voucher has expired, it is not possible to extend the expiration date or issue a new voucher for it.

§ 20

Limitation of Liability

- 20.1 ListNRide shall bear unlimited liability for damage insofar as the cause of such damage is attributable to intentional or grossly negligent breach of duty on the part of ListNRide, a legal representative or a vicarious agent. ListNRide shall only be liable for negligent conduct in the event of breach of a duty whose fulfillment is fundamental for performance of the agreement and upon compliance with which the contractual partner may ordinarily rely (cardinal duty), provided that ListNRide would typically have had to expect the damage caused based on the circumstances known at the time of concluding the agreement. The liability of ListNRide - including for vicarious agents - is otherwise precluded.
- 20.2 The exclusions and limitations of liability specified under 20.1 shall not apply in the event of death, damage to health or physical injury, to a defect after assumption of a guaranty for the condition of the product or to fraudulently concealed defects. Liability under the German Product Liability Act (ProdHaftG – Produkthaftungs-gesetz) shall remain unaffected.
- 20.3 Any statutory liability privileges from which ListNRide benefits, e.g. under Sections 7–10 of the German Telemedia Act (TMG – Telemediengesetz), shall remain unaffected.

§ 21

Force Majeure

- 21.1 ListNRide shall be released from its obligation to perform if events or circumstances beyond the influence of ListNRide (force majeure) render operation of the platform impossible.
- 21.2 Cases of force majeure shall include, in particular, the interruption or failure of the internet or other networks, telecommunications connections, power supply, infrastructures, providers or suppliers.

§ 22

Data Protection

ListNRide shall collect and store the data necessary for business purposes. ListNRide shall comply with statutory provisions when processing personal data. Our Privacy Policy, available at [Privacy](#) applies.

§ 23

Online dispute resolution and consumer arbitration body

The European Commission offers an [Online Dispute Resolution Platform](#). ListNRide is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration bodies.

§ 24

Applicable Law

The Terms of Use and contractual relationship between ListNRide and the members shall be governed by the law of the Federal Republic of Germany. Application of German-international private law and of the UN Convention on Contracts for the International Sale of Goods is precluded. The choice of law shall not lead to withdrawal of the protection granted to a member who is a consumer in accordance with the mandatory consumer protection provisions of the law applicable in their usual place of residence. Equally, the choice of law shall not mean that the consumer must assert their right before a foreign court.

§ 25

Miscellaneous

- 25.1 Oral agreements have not been concluded between the parties.
- 25.2 Should individual provisions of the Terms of Use be invalid, this shall not affect the validity of the other provisions of the Terms of Use.
- 25.3 If the member is a merchant, a legal entity under public law or special fund under public law, the agreed place of jurisdiction for any and all disputes arising between the parties shall be Munich. In the event that the dispute falls within the subject matter jurisdiction of the local courts, the Local Court of Munich (Amtsgericht München) shall have jurisdiction.
- 25.4 ListNRide is entitled to transfer the rights and duties under the agreement with members to another entity in full or in part. Should such a transfer take place, members shall receive notification thereof stating a time limit for deleting their profile in the event that they do not agree to the transfer.

§ 26

Provider Identification

LR Mobility GmbH

Represented by its Managing Directors:

Johannes Stuhler, Gert-Jan van Wijk

Thalkirchner Str. 210, 81371 Munich, Germany

Commercial register number HRB 257553

Local Court of Munich

E-Mail: contact@ListNRide.com

II. General Terms and Conditions of Rental

§ 1

Scope of Application

- 1.1 The Lister shall impose the following Rental Terms on the Rider in the event that the Rider and the Lister conclude a Rental Agreement arranged by ListNRide via the platform.
- 1.2 The agreements made between the Lister and the Rider shall be based exclusively on the present Rental Terms and Confirmation of Rental Agreement pursuant to Section II 2.2.4. General terms and conditions of business of the Rider shall not apply, even if the Lister does not expressly contest their inclusion.
- 1.3 Some provisions of the Rental Terms shall only apply to the Rider if they are a consumer within the meaning of Section 13 of the German Civil Code (BGB – Bürgerliches Gesetzbuch) or an entrepreneur within the meaning of Section 14 BGB.
 - 1.3.1 A consumer is a Rider who is using the services of ListNRide for a purpose that cannot be attributed predominantly to either their trade or their independent professional activities
 - 1.3.2 An entrepreneur is a Rider who, when entering into a legal transaction, is acting in exercise of their trade or independent professional activities.
- 1.4 The language of the agreement shall be German.
- 1.5 The Rental Terms will be displayed as a PDF file and may be saved. Riders are also entitled to a printout.

§ 2

Scope of the Agreement, Conclusion of the Agreement

- 2.1 This agreement shall govern the renting out of Bicycles. The type and condition of the Bicycle shall be stated in the Listing.
- 2.2 The Rental Agreement shall be concluded exclusively via the platform.
 - 2.2.1 Following registration on the Website, the Lister shall obtain a personal member Account with which they can offer Bicycles for rental. Their Listings shall be made publicly accessible on the Website.
 - 2.2.2 The Rider may inquire about his binding interest in the advertised Bicycle during the desired Use Period. By clicking on the button "Book, the member makes a binding offer to conclude a rental agreement. The details of his booking will be displayed to the Rider before booking in an overview (selected Bicycle, payment data, costs, etc.). If necessary, the prospective Rider may change the inquiry at this point.
 - 2.2.3 If the Lister confirms the Booking Inquiry, a Rental Agreement shall be concluded. If it is an offer for direct booking, the booking and confirmation will be made instantly.
 - 2.2.4 Once the booking is concluded, the Rider and the Lister shall receive an e-mail confirming conclusion of the Rental Agreement (hereinafter "Confirmation of Rental Agreement"). The Lister will not store the Confirmation of Rental Agreement and the Rider may no longer view or retrieve it on the Website.

§ 3

Beginning and Term of the Agreement, Termination

- 3.1 The Rental Agreement is concluded for a fixed period. Its term shall begin when the Bicycle is handed over to the Rider. The time and location of the handover shall be stated in the Listing or in the agreement between the Rider and the Lister. The term shall be selected by the Rider as part of the Booking Inquiry.

- 3.2 Both parties declare their agreement with the Cancellation Terms of ListNRide pursuant to § 17 of the Terms of Use.
- 3.3 Both parties have the right to terminate the Rental Agreement for good cause. In particular, the Lister shall be deemed to have good cause if:

3.3.1 the Rider surrenders the Bicycle to third parties without authorization; or

3.3.2 the Bicycle is at considerable risk due to lack of care or improper or unlawful use.

In the event of a valid termination for good cause, the Rider is required to surrender the Bicycle together with its accessories to the Lister immediately. Any payments made in advance shall not be reimbursed, irrespective of when the Rider returns the Bicycle.

§ 4

Rental Price, Terms of Payment

- 4.1 The Rider shall pay the Lister a Rental Price for use of the Bicycle. The amount of the Rental Price shall be stated in the Listing. All Rental Prices shall be stated as gross prices. These shall be subject to a Service Fee containing statutory sales tax. The Service fees (including taxes) will be displayed to the Rider before the booking enquiry.
- 4.2 ListNRide shall collect the Rental Price in accordance with the member Agreement concluded with ListNRide and pay it out to the Lister. The details shall be governed by § 15 of the Terms of Use.
- 4.3 The Rider may only exercise a right of retention in respect of the Lister insofar as its counterclaim relates to the same contractual relationship.

§ 5

Safety Deposit

- 5.1 The Lister may require the Rider to pay a safety deposit. The amount of the safety deposit, the accepted means of payment, and the time by which the safety deposit is to be furnished shall be stated in the Listing.
- 5.2 The safety deposit shall be repaid following return of the Bicycle using the means of payment selected by the Rider.

§ 6

Duties of the Rider

- 6.1 The Rider is obliged to pick up the bicycle at the agreed start time of the booking. If the Rider is late, the Lister must be informed. This applies equally to the booking end time.
- 6.2 The Rider may not surrender the Bicycle to a third party, nor rent it out further, lease it, sell it, or subject it to a lien.
- 6.3 The Rider undertakes to use the Bicycle with care and for the purpose for which it is intended and to refrain from any actions that could cause damage to the Bicycle.
- 6.4 The Rider must secure the bicycle against theft. The Lister is recommended to provide the Rider with a bicycle lock that is appropriate for the location and use of the bicycle. As a rule, the higher the value of the bicycle lock, the greater the bicycle's protection against theft. Bicycles should always be locked with the frame to a fixed object, such as a bicycle rack, and should be parked in locked rooms or garages overnight for multi-day bookings.
- 6.5 The Rider shall be solely liable for any damage arising as a result of non-compliance with statutory provisions or improper use of the Bicycle, unless there was comparative negligence on the part of the Lister. In case of theft of the bicycle the Rider is solely liable for the damage incurred.

- 6.6 The Rider shall inform the Lister immediately if the Bicycle is found to contain a defect or is damaged, lost or stolen during the Rental Agreement, and, in the event of theft, to assist the Lister in making a report to the police, in particular to provide the necessary information. The Rider must also report the theft to the police himself. In this case, the Lister will provide him with all the necessary information. The Rider is not authorized to remove the defect through repair or otherwise to change the Bicycle without the prior approval of the Lister.

§ 7

Return of the Rented Item

- 7.1 At the end of the Rental Agreement the Rider is required to return the Bicycle together with its accessories to the Lister in the condition in which they received it. The time and location of the return shall be stated in the Listing or agreed between the Lister and the Rider.
- 7.2 If the Rider breaches a duty imposed on them under 7.1 by not returning the Bicycle or returning it at a time or location other than that stated in the Listing, the Lister may demand compensation from the Rider in accordance with statutory provisions for the loss they incur.
- 7.3 § 545 BGB on the extension of the rental period shall not apply.

§ 8

Warranty

The statutory warranty right shall apply.

§ 9

Limitation of Liability

- 9.1 The Lister shall bear unlimited liability for damage insofar as the cause of such damage is attributable to an intentional or grossly negligent breach of duty on the part of the Lister, a legal representative or a vicarious agent. The Lister shall only be liable for negligent conduct in the case of breach of a duty whose fulfillment is fundamental for performance of the agreement and upon compliance with which the contractual partner may ordinarily rely (cardinal duty), provided that the Lister would typically have had to expect the damage caused based on the circumstances known at the time of concluding the agreement. The liability of the Lister—including for vicarious agents—is otherwise precluded.
- 9.2 The exclusions and limitations of liability specified under 9.1 shall not apply in the event of death, damage to health or physical injury, to a defect after assumption of a guaranty for the condition of the product or to fraudulently concealed defects. Liability in accordance with the German Product Liability Act (ProdHaftG - Produkthaftungsgesetz) shall remain unaffected.
- 9.3 Any statutory liability privileges from which the Lister benefits, e.g. under Sections 7–10 of the German Telemedia Act (TMG – Telemediengesetz), shall remain unaffected.

§ 10

Exemption from Liability

The Rider shall indemnify the Lister against all claims asserted against the Lister by third parties as a result of improper and unlawful use of the Rented Item. It shall compensate the Lister for all losses incurred by the Lister due to improper and unlawful use, including any legal costs. This does not apply in case the Rider is not responsible for such improper and unlawful use. The Rider shall support the Lister in its legal defense.

§ 11

Miscellaneous

- 11.1 The Rental Terms and contractual relationship between the Lister and the Rider shall be governed by the law of the Federal Republic of Germany. Application of German-international private law and of the UN Convention on Contracts for the International Sale of Goods is precluded. The choice of law shall not lead to withdrawal of the protection granted to a consumer in accordance with the mandatory consumer protection provisions of the law applicable in their usual place of residence. Equally, the choice of law shall not mean that the consumer must assert their right before a foreign court.
- 11.2 Oral agreements have not been concluded between the parties.
- 11.3 Should individual provisions of the Rental Terms be invalid, this shall not affect the validity of the other provisions of the Rental Terms.

III. Amendments to the General Terms and Conditions of Business

ListNRide is entitled to make amendments to the General Terms and Conditions of Business (hereinafter "Amendments") at any time, provided that they do not cover material provisions of the contractual relationship (in particular type and scope, term, termination). The member shall be notified of the amended provisions in text form at least six weeks prior to them coming into effect. The Amendments shall be deemed approved if the member does not contest them within six weeks of receiving the notification. Notification of the Amendments shall explicitly draw the member's attention to such time limit. If the member exercises their right to object, the Amendments shall not become part of the agreement and the agreement shall continue unamended. This shall not affect the right of termination.