

Malmö by bike Terms of Use

Effective from January 1, 2016

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1 Introduction

Thank you for choosing Malmö by bike. As you have purchased a subscription to Malmö by bike and signed up to use Malmö by bike, you have entered into a binding agreement with Clear Channel Sweden AB ("Clear Channel"). The agreement's terms and conditions for using Malmö by bike are laid out in this document.

Malmö by bike is a bike rental system. To be able to rent bikes from Malmö by bike, the following conditions must be met.

Your contract with us includes both the Terms of Use laid out in this document, and in a separate document entitled Clear Channel's Privacy Policy. Both these documents are also available on the Malmö by bike website. By using Malmö by bike, you confirm that you have read and understood the agreement laid out in the Terms of Use and the Privacy Policy, that you accept the agreement and consent to be bound by it. If you do not accept the agreement and are not willing to be bound by (or cannot comply with) the agreement, you cannot use Malmö by bike.

Please read the Terms of Use and the Privacy Policy carefully. They contain important information about Malmö by bike and about the payments and charges that you may be billed for. The information also contains details on the management of future changes to the Terms of Use, automatic renewals, limitations of liability, and information about privacy protection.

All the information you provided during registration can be changed or corrected accordingly by logging into "My Pages" on the Malmö by bike website.

2 Your Rights

A subscription to Malmö by bike entitles you to hire one (1) rental bike for a limited period in Malmö at any time. You can hire the bike as many times as you want during your subscription period, but on each occasion, you have the right to use the bike for a maximum of one (1) hour.

3 Changes to the Agreement

We reserve the right to make changes to the agreement if necessary. When we make significant changes to the agreement, we give you a clear message that is appropriate in the circumstances, e.g. on the Malmö by bike website or by sending you an email. In some cases, we will notify you in advance, and your continued use of Malmö by bike will constitute your acceptance of the changes. Therefore, we kindly ask you to read all messages carefully. If you do not want to continue using Malmö by bike according to the new version of the agreement, you can cancel your subscription of Malmö by bike by contacting us.

4 The Use of Malmö by bike

To use Malmö by bike and get access to rental bikes, you must (1) be 18 years or older, or if you are between 13 and 18 years, we require the written consent of a parent or guardian, which also means that the parent/guardian will be responsible for the Agreement, (2) have the right to enter into a binding agreement with us and not be prevented from doing so due to applicable laws. You also promise that all the information you give to Clear Channel in the registration process is true, accurate and complete, and that you agree to ensure that it continues to be so.

4.1 Our Services & Subscriptions

Clear Channel offers rental bikes that can be used all year round in Malmö. To hire one of the bikes, you will need a subscription of a predetermined length. Subscriptions available are the 24-hour card, the 72-hour card and the 365-day card. When you sign up for the 365-day subscription, you can also receive a helmet (and only be charged for the delivery cost).

4.2 Malmö by bike Cards & JoJo Card

Your subscription may be stored on a special Malmö by bike card or a JoJo card. This card can then be used to rent a bike at any of our stations. You can reuse your Malmö by bike card or JoJo card with each renewal of the subscription.

4.3 Hire Code and PIN Code

If you do not have either a Malmö by bike or JoJo card, you can obtain a personalised hire code together with a PIN code.

5 User Guidelines

- You are responsible to follow all applicable traffic laws. It is also your responsibility if you harm yourself, others or do damage to property when you hire a bike.
- You are personally responsible for your bike and bike card until they are officially returned to us. You can only borrow one (1) bike at a time on your card. Lost or stolen cards must be reported immediately to our Customer Service. If you fail to notify us or notify us after the misuse of the card, you will be held responsible for its misuse. Lost cards are replaced at cost. The rights of open purchase or withdrawal do not apply if you use a toll station for purchase. For rules for purchase over the Internet, please see clause number 8 Payments, Cancellation and the Right of Withdrawal.
- You can borrow the bike for a maximum of one (1) hour at a time during opening hours for hiring. If you fail to return the bike at the right time, a dot shall be marked beside your name/subscription in the system. After three (3) dots, Clear Channel can block your use of the service. We reserve the right to send out a reminder by email if the bike is not returned.
- Return the bike to a Malmö by bike station and report any damage to us via our free app or by calling our Customer Service 0770-78 24 24. When returning the bike, you must ensure that it is returned correctly. The light in the lock changes from green to red and then the bike is locked.
- If the bike is parked/locked outside of our bike stations, it is done entirely at the cardholder's responsibility. Theft/loss of the bike must be immediately reported to our Customer Service. You are obliged to cooperate with Clear Channel in the case of a police report. If the bike is stolen or damaged, you are required to compensate Clear Channel for any repairs or theft up to the value of 3000 SEK (incl. VAT), and Clear Channel has the right to block your use of the service. Clear Channel disclaims all liability for damages incurred in connection with your use of the rental bike. This disclaimer does not apply if the damage is caused by gross negligence on the part of Clear Channel.

- We would like to inform you about changes to the service, conduct market research, and remind you when it is time to renew your card either via email, telephone or letter. Of course we will not disclose your information to a third party.

6 Restrictions and Changes to the Service

Clear Channel will make efforts to ensure that the Malmö by bike bikes are available for use at all times. However, technical complications or maintenance may, on occasion, result in the temporary interruption to the system. Clear Channel reserves the right, at any time, to modify or suspend the operations of the Malmö by bike service, with or without notice. When you enter into this agreement, you understand, acknowledge and agree that Clear Channel is therefore not liable to you for the interruption or termination of, or amendment to, the Malmö by bike service.

If you prepaid for a subscription that Clear Channel permanently terminates before the end of the prepaid period (as defined in the section Payments, Cancellation and the Right of Withdrawal), Clear Channel will refund you for the prepaid period following the permanent termination.

This section is applicable to the extent permitted by Swedish law.

7 Customer Service

For help with questions about your account or payments (“Customer Service Issues”), please contact our customer service by using one of the contact channels available under “About Us” on our website. We will respond to all queries as quickly as possible, but we cannot guarantee an answer within a specific time period.

8 Payments, Cancellation and the Right of Withdrawal

To use Malmö by bike, a valid credit card must be registered. We need to have a valid credit card registered in case there would be any kind of misuse of our bikes or system, but also for security reasons.

Subscriptions can be purchased by advance payment which gives you access to Malmö by bike during a certain period of time (the “Prepaid Period”). The agreement will remain valid for you until terminated by you or Clear Channel.

When you sign up for a subscription, you gain access to Malmö by bike bikes and agree that your subscription will start with the first use (with the exception of cards that are sent to you by post). For subscriptions that are tied to a card that is sent to you by post, the subscription period begins from the date the card is activated. It applies to all subscriptions that the subscription period is activated within 30 days of registration.

When you sign to a subscription via the Malmö by bike website, and provided you have not started using the service, you as a consumer have the right to terminate the agreement by notifying Clear Channel no later than fourteen (14) days after you signed the agreement (“cooling off period”). If you start using the service during the cooling off period, this right becomes invalid. You must pay for the return postage according to the Post’s postal rates for the card/helmet. The right of withdrawal does not apply to uncollected deliveries. The returned card/helmet must be in unused and undamaged condition. If you use your right of withdrawal, Clear Channel will refund you within thirty (30) days for the amount you paid to Clear Channel. This period is counted from the date Clear Channel received your notice of withdrawal from the agreement.

If you want to receive a full refund of all fees paid before the cooling off period is over, you must contact Customer Service.

If you have a 365-day subscription, it will automatically be renewed and charged for at the end of the current subscription period, unless you cancel your subscription via your account's subscription page before the end of the current subscription period. Upon the cancellation of a subscription, the subscription will end the day after the current subscription period expires. Note that if you cancel your payment or cancel your subscription and/or terminate the Agreement (1) if you have used Malmö by bike during the cooling off period, or (2) after the cooling off period (if applicable), or (3) if the service has been suspended by Clear Channel because of misuse, we will not refund any subscription fees already paid to us.

Clear Channel may change the price of the subscription, and will inform you of price changes in advance and, if appropriate, how to acknowledge and accept these changes. You accept the new price by renewing your subscription for the Malmö by bike service after the price change takes effect. If you object to the price change, you are entitled to reject the change by cancelling your subscription via the Malmö by bike website. Therefore please read all messages about price changes carefully.

Clear Channel has the right to terminate the agreement or suspend your access to Malmö by bike at any time, including whether you have used or suspected to have used Malmö by bike unauthorised, or did not comply with the Terms of Use and the Privacy Policy. If you or Clear Channel terminate the agreement, or if Clear Channel cancels your access to Malmö by bike, you agree that Clear Channel, to the extent permitted under Swedish law, does not have any responsibility or obligation to you and that Clear Channel will not refund any amount you have already paid.

If you want to know how you can cancel your Malmö by bike subscription, please contact our customer service by using one of the contact channels available under "About Us" on our website. You can terminate the agreement at any time via "My Pages" on the Malmö by bike website or by writing to our Customer Service.

This section is applicable to the extent permitted under Swedish law.

9 Guarantee and Disclaimer

We try to offer the best service we can, however you understand and agree that Malmö by bike is provided "as is" and "as available", without any explicit or implied guarantees or promises about the condition. You use Malmö by bike at your own risk. In accordance with what is permitted under Swedish law, Clear Channel does not make any pledges and disclaims all guarantees of satisfactory quality, marketability or suitability for a particular purpose.

What is mentioned in this section does not affect your statutory rights as a consumer.

10 Restrictions

To the extent permitted under Swedish law, you agree that if you have any problems or are dissatisfied with Malmö by bike, your rights are limited to the discontinuation of the use of the bikes supplied by Malmö by bike.

Company's legal name, address and registration number:

Clear Channel Sweden AB

Birger Jarlsgatan 43, PO Box 827, 101 36 Stockholm, Sweden

Company registration number 556426-2680