

TERMS AND CONDITIONS

1 WHO ARE WE AND WHAT DO WE DO?

Guestbike is a service provided by Guest Mobility AB, org. nr. 559270-1402 with its registered offices at Gravenfors, Tegefjäll Blåbäret 11, 837 98 Åre (below “**Guestbike**”, “**we**” or “**us**”) that gives you access to our electric bikes (the “**Services**”). In these Terms, we refer to these as a “**Bike**” or all of them collectively as “**Bikes**”. By using our Services (as defined below), you agree to be bound by all of the terms and conditions outlined herein (“**Terms**”).

Guestbike is all about offering smarter, greener, and healthier transportation solutions in ski resorts. Whether you need to get to the mountain, to the lake or just to the best café in town, Guestbike can take you there. We're not just a part of a transportation revolution, we're leading it. We are continually evolving our services, and as of the date above, they include electric bikes along with their respective parking locations. Our services also include our mobile application (the “**Guestbike App**”), all other related equipment, maintenance, charging, personnel, our websites (including this one), and any other information, technology and services provided or otherwise made available to you in our discretion (jointly the “**Services**”). Our Services may come with additional terms or Bike requirements, which we will make available to you with the relevant Services and they will become part of your agreement with us when you use them.

Please note that we are not a common carrier, we offer our Services as a convenience to those who are able and qualified to operate them, and alternative means of public and private transportation are available to you and the general public.

2 WHAT DO YOU GET?

By downloading the Guestbike App and using our Services, you get the opportunity to locate, get access to, ride and return our rad Bikes. Information on our Bikes, how to use our Service and how it all works is available in the App and our website.

Please check out the Guestbike App or our website for more information. We love talking about our Bikes so always feel free to contact us if you have any questions.

3 THESE RULES APPLY FOR OUR SERVICES, PLEASE RESPECT THEM

3.1 Your account

You need an account to use our Services.

The Services are for your private use only and are not intended for commercial use of any kind. You may only use the Services as permitted by law and these Terms. You agree not to:

- Use the Services in a way that could be harmful to Guestbike or anyone else.

- Use the Services for any commercial purposes, unlawful purposes or other purposes than those expressly permitted under these Terms.
- Use the Services in a way that violates the privacy rights of any other person.
- Let anyone else use your account. It is personal, and our Services may not be used by anyone else unless otherwise provided for in these Terms.

You are responsible for taking measures to protect your account and password and for restricting access to your device (e.g. mobile phone, tablet or computer). You are responsible for all activities that occur under your account or password, including all activities by persons you grant access to your account. You will ensure that all users granted access to your account comply with these Terms.

3.2 Requirements before you ride our Bikes

- You must be at least 18 years old to rent a Bike. Bikes may however be hired by an adult on behalf of a person under 18. You – as the adult- is fully responsible for ensuring this person comply with these Terms when they use the bike.
- You must be able to operate our Bikes in a competent manner. You know how to use them and are physically able to do so. You understand that adverse weather conditions can impact safety and you are able to respond accordingly (like adjusting your braking distance in the rain, for example). This may also mean not using certain Bikes at all. Also note that we don't provide routing directions or advice, so the route you choose is up to you.
- While we do our best to educate you on local laws governing how to use our Bikes, please ensure that you have familiarized yourself with these laws as well, which you must follow when you use our Services. Don't use our Services in prohibited areas, and make sure you understand the laws on sidewalk use, parking, and alcohol/drug use during operation.
- Don't tamper with, vandalize or try to gain unauthorized access to our Services.
- Stay safe, rider! Follow our safety instructions on the Bike and in our FAQ section before using our Bikes and always make sure you are wearing a helmet and other suitable equipment depending on how you plan on using the Bike. In [Exhibit 1](#) (below) you can find additional safety instructions.

3.3 Starting and ending your ride

Please note that you only can start and end your ride in designated areas. You are responsible for parking and deactivating the Bike when you are done with your ride. Bikes must be parked within the Guestbike bike rack available in the vicinity of the geofence displayed in the App.

There are also laws and regulations you need to comply with. Naturally, you must always part the Bike in accordance with local applicable laws and regulations and you will additionally at all times park the Bike with respect towards pedestrians, property and traffic, for example by parking alongside a wall or in connection to a bike stand.

3.4 Riding our Bikes

The maximum period to use our Bikes is 24 hours, after which the ride will be ended by Guestbike.

If all customers treat our Bikes with respect, more of them will be available to use and in better condition. Our Bikes are unfortunately not indestructible, so please take good care of them when they are in your hands. They have weight limitations – 120 kg for all bikes. We expect you to use the Bikes safely, including when you carry cargo in general. For example, don't carry cargo in a bike's front basket if it blocks your visibility. We do not take responsibility for your personal belongings left on or in our Bikes or on our premises.

We expect that other than normal wear and tear, you'll return (meaning locking up and/or deactivating) a Bike in the same condition in which you received it. If you damage it (accidentally or intentionally), or fail to properly return it and damage occurs, you'll be responsible for the associated costs. This can get pricey – up to 40.000 SEK for the electric Bikes. The same charges will apply for any Bike not returned within 48 hours, which we may consider lost or stolen and, depending on the circumstances.

If you are unable to return a Bike to a valid area (for example, you have to leave it on private property, in a locked community or an otherwise unreachable area), and you ask that we pick that Bike up, we may charge you a pick-up fee of up to 1.500 SEK. If you just plain abandon a Bike in a place it shouldn't be left, you'll be responsible for all associated fees until it's recovered, plus a service charge of up to 1.500 SEK. We may change these amounts in our discretion by updating the information in the Guestbike App.

3.5 Accidents

Accidents happen. Report any accident, crash, damage, personal injury, stolen or lost Bike or other similar incidents to Guestbike as soon as possible (contact details below). In cases of accidents, Guestbike would appreciate if you could try to gather evidence, if possible, for example by taking pictures or by identifying possible witnesses, subject to applicable local legislation.

4 WHAT ABOUT PAYMENTS?

Downloading the Guestbike App is free. Our Bikes are however available on a per-ride or subscription basis (where subscriptions are available) and you will have to setup a payment method to ride them. All prices are available directly in the Guestbike app. You can simply click on a Bike on the map in order to check the current price of riding it.

We believe everyone should do what they do best, all payments to us are therefore made through a third-party payment processor in the form of payment accepted by them. You can only use our Services if by using the payment methods available in the Guestbike App.

You must provide us with information and details to a valid credit card or debit card or other payment method in order to register to use the Services in the Guestbike App. You confirm that you are authorized to use any credit card or debit card or payment information you provide. You authorize Guestbike to charge the provided credit card, debit card or other agreed payment method the

fees described in these Terms or in the Guestbike App that you have incurred in connection with your use of the Services.

5 **CAN I WITHDRAW MY PURCHASE?**

Each ride begins with your express consent and with the acknowledgement that you lose your right of withdrawal in accordance with lag (2005:59) om distansavtal och avtal utanför affärslokaler once you start your ride and we have thereby fully performed the contract. You may however end your ride in one of our designated areas at any point by following the instructions available in the Guestbike App.

6 **WHAT IF THE BIKE RIDE DOES NOT MEET MY EXPECTATIONS?**

We love our Bikes and believe you will too. However, if you think that our Services do not live up to any marketing or information provided by Guestbike, you can contact our support with your complaint.

As much as we would love to tell you that our Services are fault-free, we can't make this promise. We provide our services "as is" and "as available." Other than as expressly set out in these Terms, we do not make any specific promises about any Services, whether about the specific functions of such Services, their reliability, quality, availability or ability to meet your specific needs or otherwise, or that they will be uninterrupted or error-free. Some jurisdictions provide for certain warranties, such as the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties, whether express or implied.

7 **WHAT ABOUT MY PERSONAL DATA?**

Don't worry, while you take care of our Bike, we will take care of your data. Your data and privacy are super important. We wouldn't want our data to be sold or shared with third parties either. We handle your data in line with the European Union's General Data Protection Regulation (GDPR) which means that you're safe. You can read more about how we handle our users' data in our privacy policy.

8 **MORE LEGAL TERMS**

8.1 **Intellectual Property**

All rights in and to the Services, including, as the case may be, any trademarks, service marks, trade names and copyrighted content (collectively "**Intellectual Property**") presented within the Services are the property of Guestbike and/or third parties. You agree not to use Intellectual Property for any other purposes except for your use of the Services unless required otherwise by applicable mandatory law.

The Guestbike app made available to you through any platform is licensed, not sold, to you and may be subject to further agreements and conditions supplied by such platform (e.g. Google Play's Terms of Service).

8.2 **Damages and liability**

You are responsible and liable for any damages suffered by Guestbike relating to your use of the Services, where you have not complied with these Terms.

8.3 Term and termination

These Terms apply from the moment you start using the Services the first time and will remain in force for as long as neither you nor we terminate these Terms.

Both You and we may terminate this Agreement at any time. You may however not terminate these Terms as long as you are using the Guestbike App. Please contact us if you wish to delete your account and terminate these Terms. However, any rental still ongoing shall be carried through in accordance with these Terms. Obligations arising from any breach of contract during the term of these Terms shall not be affected by its termination.

8.4 Amendments

Guestbike reserves the right to amend these Terms at any time by providing notice in the Guestbike App or by email.

8.5 Violations of these Terms

Violation of any of these Terms may, without notice, lead to restriction of access or a direct termination of your user account and/or subscription at our sole discretion. Violation of these terms may also lead to legal action. In case of violation of the Terms, no refund will be made.

8.6 Force Majeure

Guestbike shall not be liable to for any failure or delay to comply with its obligations under these Terms due to any event, circumstance or non-happening outside of its reasonable control including, restrictive governmental or judicial order not directly related to these Terms, riots, insurrections, war, inclement weather, fire, flood, pandemic or epidemic, strikes, lockouts or lack of operating resources.

8.7 Transfer of rights

You are not entitled to assign your rights and/or obligations under these Terms or use of the Services to any third party.

Guestbike is entitled to assign its rights and/or obligations under these Terms.

8.8 Governing law and Disputes

Unless provided for by any mandatory laws, these Terms are governed by the laws of Sweden, except for its conflicts of laws principles.

Any disputes regarding these Terms shall be settled by the courts of Sweden.

Please also note that disputes may be referred to the European Commission's online dispute resolution platform for settlement. The dispute resolution form is available at <https://ec.europa.eu/consumers/odr>.

9 CONTACT DETAILS

Guest Mobility AB

<https://guestbike.com/>

help@guestbike.com

Fax: 0647-13579

Phone: +46 70-299 95 01

EXHIBIT 1 – FOR YOUR SAFETY

We do our best to keep each Bike in good condition, but you should still perform a safety check on the Bike before you use it, including all of these:

- *Did you check its general condition (wheels, tires, etc.)?*
- *Do its brakes and lights work?*
- *Are the seat, pedals and basket properly attached?*
- *Is the battery charged?*
- *Is there any other sign of damage, unusual or excessive wear or is maintenance needed?*

Something could have happened to the Bike since its condition was last checked, and we need you to tell us if something isn't working properly if you notice it before we do. If you notice any of these or other issues in a Bike before your use, don't use it. Reserve another one instead. If you notice something during use, stop your trip as safely as you can and as soon as possible and return to a Guestbike parking location. If you don't report these issues, we may have to attribute them to you, including holding you responsible for any associated costs, so please tell us if anything you see doesn't look right.

Additional Rules for Electric Bikes.

We don't have unlimited amounts of electric Bikes and they aren't always available.

Electric Bikes require periodic battery charging to operate. Their level of charge power will decrease with use over both time and distance. They lose their battery charge for various reasons, including due to weather, road conditions, Bike type and other factors.

It is your responsibility to be aware of the level of charge power in the Bike you are using. As part of our Services, we work diligently to ensure that our Bikes have adequate charge for your general use, but we don't know where you intend to go, and we can't guarantee the electric Bike you use has enough charge power to get you there.