

**GENERAL TERMS AND CONDITIONS OF CONTRACT**  
**Of the Bike Rental Service**  
**Provided by the University of Debrecen**

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### **1. The data of the Service provider**

Name: University of Debrecen  
Abbreviation: UD  
Address: 4032, Debrecen, Egyetem tér 1.  
Addresses of the usage places provided by the Service:  
1. Egyetem tér, Debrecen 4032  
26. Kassai utca, Debrecen 4028  
22. Móricz Zsigmond körút, Debrecen 4032  
138. Böszörményi utca, Debrecen 4032  
Telephone: 52/512-900  
Tax Identification Number: 15329750-2-09  
Institute Identification Number: FI17198

### **2. General Rules**

- 2.1. The appellation of the provider: Bike Rental Service
- 2.2. These "General Policy Conditions" hereby control the terms and conditions of the recourse of Service provided by the Bike Rental Service.
- 2.3. The Bike Rental Service may conclude a separate agreement about their provided services provided and their special regulations may differ from the present rules.
- 2.4. The Bike Rental Service can be used on every calendar day between 7.00 am and 9.00 pm.

### **3. The Contracting Party**

- 3.1. The services provided by the Bike Rental Service will be used by the Renter.
- 3.2. If the order relating to the services is managed by the Renter directly towards the Bike Rental Service then the Renter is the contracting party. The Service and the Renter together – if the conditions are fulfilled – become contractual partners (hereinafter: Partners).

### **4. The Establishment of the Contract – Registration**

- 4.1. In order to start using the Bike Renting Service, a registration is needed.
- 4.2. The registration form can only be filled on the website of the Service ([www.unibike.hu](http://www.unibike.hu))
- 4.3. *The registration process, step by step:* The registration form needs to be filled on the website of the Service by clicking on the Registration button. The following data need to be given here:

Surname (**the family name of the renter**)

First name (**the first name of the renter**)

Number of Debreceni Egyetemi Kártya (DEKa) – University of Debrecen Card (**the renter's number of**

## **"DEKA" card with RFID chip)**

Zip code (**the zip code of the renter's address**)

Town (**the renter's place of residence**)

Address (**the address of the renter**)

E-mail address (**the renter's own valid e-mail address**)

Password (**the password chosen by the renter**)

Password confirmation (**repeating the password chosen by the renter**)

Verification code (**the randomly generated verification code must be entered**)

In order to continue the registration process, the renter has to agree to the General terms and conditions, after which they are redirected to the online payment Service SIMPLE™, where they can choose from VISA, VISA Electron, Mastercard, Maestro, and American Express credit card Services to pay the registration fee using SIMPLE™'s safe online payment method.

In case of successful payment, the renter is redirected to [www.unibike.hu](http://www.unibike.hu), where they get further verification of the transaction.

After the above steps, the renter receives a randomly generated personal identification number (PIN) from the Service, which makes renting possible.

If the registration fee cannot be withdrawn from the renter's bank account, the message "Sikertelen tranzakció! Próbálja újra vagy vegye fel a kapcsolatot a kártyakibocsájtó bankkal" (Transaction failed. Try again or contact the bank that issues the card) is shown.

Paying the registration fee is compulsory to use the Service, therefore the Service considers all registrations without payment invalid.

4.4 The one-time fee of registration is 300 HUF, which is not refundable. In case of a successful payment, the Service will not charge further fees of this kind.

4.5 The registration remains valid for an indefinite amount of time.

4.6 Terminating the registration: The Service is authorized to terminate the registration if the renter violates the General Terms and Conditions, and the Service is entitled to delete the registration of the renter, which is followed by the Service sending a notice in e-mail to the renter's e-mail address. The renter is entitled to terminate the registration in an e-mail sent to the Service's e-mail address, or in person at the Service's customer Service (4032 Debrecen, Egyetem tér 1, Kossuth Lajos II. Kollégium, 2A09 Iroda).

In case of a re-registration, the Service is entitled to charge the registration fee included in the General Terms and Conditions once again.

If a user keeps violating the General Terms and Conditions despite a previously issued warning, they may be banned from using the Service.

## **5. Prices of Service:**

5.1 The prices of Unibike rental Service are the following:

### **5.2. Registration's one-time fee: 300 HUF**

### **5.3. Prices of rental**

- for 30 minutes: free

- second started half an hour: 200 HUF

- second started hour: 400 HUF

- third started hour: 600 HUF

- fourth started hour: 800 HUF

- starting from the fifth hour, the price of the daily ticket has to be paid: 1200 HUF

- daily ticket: 1200 HUF

- semester ticket: 3000 HUF: lasts from the beginning of the registration week until the end of the examination period. Allows for one-hour rides twice a day. If usage of the bike exceeds the one hour time period, extra fees are charged based on the prices of rental.

- yearly rental lease: 5000 HUF: valid for a year starting from purchase. Allows for two one-hour rides a day.

If usage of the bike exceeds the one hour time period, extra fees are charged based on the prices of rental.

#### 5.4 Overdue fine

The Service is entitled to charge the renter with a fine if by the end of Service time (21.00) they do not return their bikes to the appointed bicycle shelters, or do not return their bikes at all. Billing of the overdue fine happens five minutes after the end of Service name (21.05) and is capped at a one-time amount of 5000 HUF, which is automatically withdrawn from the renter's bank account.

5.5 Prices contain value added taxes, which make up 27% of the price, as defined by the General Terms and Conditions. In case of the modification of the operative tax law, extra charges may be devolved to the renter by the Service.

5.6 The Service is entitled to change rental prices, about which they must notify the renters in e-mail. The Service must also make a notice about the changes on their website at least one day before the changes are live.

5.7 The customer accepts that the fees of service will be paid to SUND Magyarország Kft. (Headquarters: 54. Árvíz utca, Szeged, 6724; Company register number: 06-09-011222; Tax number: 13929244-2-06; Account Manager Financial Institution: Kereskedelmi és Hitelbank Zrt.; Bank Account number: 10401268-00013068-00000006; represented by: Éva Sólya manager) which fee will be fully forwarded to the University of Debrecen, based on the agreement between the Kft. and the University of Debrecen.

## 6. Renting

6.1. Renting is possible at the shelters placed over the University campus. The list of locations is found on the Service's website ([www.unbike.hu](http://www.unbike.hu)). The shelters physical location can be modified by the Service, which they have to announce on the website ([www.unbike.hu](http://www.unbike.hu)) at least 5 work days before the change as well as notify the users through e-mails.

6.2. In order to use the Service, the "DEKA" card and their personal identification number (referred to as PIN code) are needed.

### **6.3. The renting process:**

The customer places the "DEKA" card at the "DEKA" card reader on the bicycle shelter at the place marked by the icon. On the display the customer's phone number and the message "Hitelesítés" (Validation) will appear.

The Service will process the user's renting authentication according to the RFID card, if this was successful on the display the "Kérjük adja meg PIN kódját" (Please give us your PIN code) message will appear. The customer will be able to add in their PIN code on the touchscreen.

If this was successful, the "Adja meg a zár számát" (Give us the number of bicycle lock) message will appear on the display, after which the number of the selected bicycle (1-30) will have to be added on the touchscreen. The lock of the selected bike will open and will be available for taking.

If the customer is not authorized for using the Service or did not add the correct PIN code on the touchscreen, then the "Sikertelen azonosítás" (Failure of identification) message will appear on the display.

At the end of the renting process, the user has to lock the bicycle at one of the placed shelters and must make sure the bike was successfully locked. A successful locking attempt will result in the clicking sound of the lock and the lighting of the yellow LED light placed next to the lock. An unsuccessful locking attempt will result in the LED responding with a blinking light, the user must repeat the locking process until it is successful. The Service is not responsible for the overcharge tax asked from the user as a result of an unsuccessful locking attempt. Locking related problems can be reported by the user on the number 0630/1972462 (dispatcher).

## 7. Payment

7.1. The Service is authorized to levy its rightful fees according to this General Policy Conditions which is based on the agreement between the Service and the SUND Magyarország Kft. Depending on the amount of usage, the Service has the right to charge the bank account given by the user during registration, after the conclusion of the rental. The charged amount depends on the 5.2 and 5.3 points of the General Contract Terms.

7.1.1. During usage, on the card given during registration, a repeating bank card payment will happen.

The repeating bank card payment (hereby referred to as "Repeating payment") is a SIMPLE™ provided bank card accepting function, which means the User's card details given at registration can be used for future payments without the need to give the details again, in accordance with the User's actions. In case the customer wishes to charge a card different than the one given during registration, this change has to be reported at least 24 hours before the usage on one of the following contact details: info@unibike.hu , 0630/1972462 .

**7.2. *The payment for the rental after the first half hour happens in units of one hour according set charges. After the start of the 5<sup>th</sup> hour, 1200 HUF will be paid with which the user receive a full day ticket for unrestricted use in the recorded time.***

7.2.1. The rental begins at the moment the bike is taken out of the shelter which marks the start of the rental timer.

7.2.2. The rental ends when the bike is locked in the shelter.

7.3. The payment is proportional to the usage and is charged by SIMPLE™ online payment Service on the user given bank card.

7.3.1. The user will be notified of a successful payment by a note equivalent to one regarding a traditional bank card payment.

7.4. If the customer given bank card charges are not possible due to a lack of funds or the expiry of card, the Service has the rights to restrict the user's rights as long as the outstanding amount due to usage is not paid. The SUND Magyarország Kft. must inform the user about the restrictions via e-mail as after the notification from SIMPLE™ and also have to contact the user via the phone number given by the user during the registration notifying them that an outstanding amount has formed on their account. If the customer does not adhere to the written warning sent by the SUND Magyarország Kft. in 8 days the SUND Magyarország Kft. has the rights to make additional moves to ensure the payment of their demands.

In case the user does not return the bicycle within 5 minutes of the expiry of the provision time, according to the point 5.4 a latency fee will have to be paid by the user. If the bike is not returned by the user by the following provision time's start the user will receive a warning on the details given during registration, regarding the cancelation of the customer's rights to use the Service and the obligation to return the bike to the closest shelter. If the customer does not adhere to the warning by 12:00 of the following day, the Service has the rights to use any means necessary to retrieve their possessions without the need of any further warnings. Any expenses or material damages caused by this reason will be charged from the user.

7.5 The receipt will be provided in accord to the Hungarian tax laws in forints (HUF). The receipt will be created until the 20<sup>th</sup> of the next month after the day of rental based on the statement sent to the Service and the Service must send the receipt to the customer's e-mail address.

7.6. If a user has an outstanding amount on his/her account or if the user did not return the bike within the time limit the damage caused to the Service due to this was not paid, the customer no longer has the rights to the Service. If the customer is a student, and a warning according to the current point is sent to the wing the customer is attending, until the debt is paid the customer will fall under the same engagement as students who have not paid education related charges within the time limit. If the user is an employee of the university, according to the current point the employing circle's executive will be notified of this case. The SUND Magyarország Kft. provides increased collaboration to make this point of the General Policy Conditions retained.

## **8. User rights**

8.1. In accord to the contract, the customer has the right to use the bicycle-rental Service.

8.2. The customer has the right to complain in regards to the Services offered by the Service. The Service in this period, assumes the responsibility of handling complaints sent in written form (or taken into record by them).

8.3. The renter has the right to ask for the deletion of every data that is storage by the Service but then the registration is also deleted.

8.4. The renter has the right to ask for the deletion of paying transaction at the Service if the Service is suspected to be using the data improperly. This can be indicated via telephone by calling 06-30/197-2462 and then the renter must visit the Service's office (office number 2A09, in the basement of Kossuth Lajos II. dormitory, 1 Egyetem tér, Debrecen, 4031) and confirm their personal data. The renter must keep in mind that their registration and PIN code are immediately suspended after the announcement of transaction

deletion and that they are required to place the used bicycles back to the nearest shelter.

## **9. The obligations of the Renter**

9.1. The renter must pay the renting fee until the date determined in the Contract and the renter cannot change the way of payment. The renter must bring the rented bike back into any of the bicycle shelters until the end of the Service day (21.00 pm) and must be sure about locking the bike successfully. If the bike is failed to be locked then an extra fee will be charged. The other ways of placing or locking the bikes mean the default of the General Policy Conditions and thus the Service has the right to charge the customer.

9.3. The customer must ensure the proper condition of the bike and they must not give it to another person. The renter must pay the whole fee to the Service in case of stealing and other improper usage of the vehicle. The customer must immediately indicate any breakdowns of bike gears (e.g.: wheel deflate) by calling 06-30/197-2462 or by sending email to [info@unibike.hu](mailto:info@unibike.hu) address.

9.4. The renter must be aware of the Highway Code and always act according to its rules. The fee of damages caused by the improper usage of Highway Code must be paid by the Service or the third person who got damaged by the renter.

## **10. Rights of the Service**

If the renter does not pay the fees or disobey the obligations, the Service and the SUND Magyarország Kft. have every right to take legal action to recover paid funds. The Service has the right to make a compensation claim for the damages caused by improper usage of the bike or in case of stealing, and also has the right to recover arrears in a legal way.

## **11. The Obligations of the Service**

11.1 The Service must keep the bicycles in a proper condition based on the laws of the Highway Code and must pay attention on the maintenance of the bicycles.

11.2. The proper condition of the bicycles is the obligation of the Service. A maintenance record has to be available for uncertain cases so that the record must be given to the customer or the police officers.

## **12. The Compensation Obligations of the Service**

12.1. The Service takes full responsibility for all damages that are caused by the Service or any of the Service's employees.

12.2. The Service does not take any responsibility for those damages that are caused by any unavertable reasons that are not under the responsibility of the employees or were caused by the customer.

12.3. The customer must immediately indicate any damages by calling 06-30/197-2462 or personally in the office of the Bike Rental Service (office number 2A09, in the basement of Kossuth Lajos II. dormitory, 1 Egyetem tér, Debrecen, 4031) and have to provide all details that contribute to the clarification of circumstances as well as to the Report recorded by the police or to the legal procedure.

## **13. Compensation fee**

13.1 The compensation fee of each bicycle is **90.000 HUF**. The renter must pay this amount of money if the bike gets stolen due to improper placing because the renter must lock the bicycle in the bicycle shelter built only for this purpose.

13.2. If the renter refuses to pay the compensation fee in 8 days after the arrival of the notice, the SUND Magyarország Kft. has the right to debit the renter's bank account with the fee. If the Service cannot obtain partly or the whole amount of money from the bank account, then the Service follows the instructions described in point 7.

13.3. The proving process of accusing the renter with causing any damage is carried out by an independent expert whose written opinion and decision will include the fee of reparation.

#### **14. Statement of SIMPLE™ about giving data to 3rd party**

The user does accept that his data stored in the database of <http://unibike.hu> webpage is available for the OTP mobile service Kft (address: 1093 Budapest, Közraktár utca 30-32.). The available data are the followings: username, family name, given name, country, telephone number, e-mail address.

These data are used for the proper running of our Services: confirmation of payment, fraud-monitoring (which protects users from data being stolen), problem solving.

#### **15. Opening hours and limitation of Service**

15.1. Opening hours: every day from 7:00 am until 21:00 pm which can be limited in case of bad weather

15.2. The Service can also be limited in case of natural disasters (for example: earthquake) or war.

15.3. The Service can be limited in case of any issue in the computer system or in case of any longer shutdown of the telecommunication system. The Service has the right to limit access to the Service until the problem is solved.

15.4. During this time hiring of bikes is not possible. However, they can be locked into any of bicycles shelters. In this case, on the screen of the shelter an "Üzemszünet" (Out of order) message can be seen.