**Public bicycle rental agreement**

 Astana city «\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2024

This Public Agreement/public offer is an official offer by the “City Transportation Systems” Limited Liability Partnership (hereinafter referred to as the Owner) to conclude a bicycle rental agreement with an individual (hereinafter referred to as the Renter) in accordance with the Civil Code of the Republic of Kazakhstan.

A public bicycles rental agreement (hereinafter referred to as the Agreement) is considered concluded and acquires legal force from the moment the Renter performs the actions provided for in this Agreement and means the unconditional acceptance of all the terms of the Agreement without any exceptions or restrictions on the terms of accession.

1. **Terms and Definitions**

**Subscription fee (Subscription)** is a mandatory fee established by tariffs, granting the Renter the right to temporary possession and use of bicycles under the conditions established by the Agreement and tariffs.

**A bicycle** is a vehicle that has two or more wheels (except for wheelchairs for disabled people) and is driven by the muscular power of the people on it. The weight of the Renter's bicycle is 25 kg, the load capacity is 120 kg.

**A cyclist** is a person operating a bicycle.

**Driver** is a person driving a vehicle, a driver leading livestock, herd, pack, draft or riding animals along the road.

**The Transport Control Department** is a structural unit of the Owner that monitors and identifies violations of the procedure for hiring bicycles provided for in the Agreement, including, but not limited to: evasion of payment, transfer of access to bicycles to third parties, transfer of bicycles to third parties, causing damage to the Owner’s property, etc.

**Range** isan element of a bicycle rental point (parking space) to which a bicycle equipped with a locking lock is attached.

**A road traffic accident** is an event that occurred during the vehicle movement on the road and with its participation, resulting in harm to health, death of a person, damage to vehicles, structures, cargo or other material damage.

**Access** isthe Renter’s access to the bicycle rental system via ID for the possibility of using bicycles for the period chosen by the Renter of the subscription in accordance with the established tariffs. Access is valid only for the duration of the subscription chosen by the Renter during one bicycle rental season.

**Cash desk** isa cash desk serving individuals that sells subscriptions, replenishes the balance of a personal account and returns funds from a personal account.

**Personal account** is an individual electronic account opened by the Owner to the Renter during the Renter’s registration on the [www.velobike.kz](http://www.velobike.kz) website or in the mobile application to reflect and account for the receipt of funds from the Renter and their expenditure to pay for the rental of bicycles under the conditions provided for in the Agreement.

**Personal account** is a special section of the [www.velobike.kz](http://www.velobike.kz) website, accessible to an authorized Renter, containing information about the current status of the personal account and other information, and also allowing the Renter to pay for the rental of bicycles in accordance with the terms of the Agreement and tariffs.

**Mobile application** is the Owner's software, created for mobile devices and adapted for the Android and IOS platforms, providing the Renter with the opportunity to register in the bicycle rental system, gain access to a personal account, as well as obtain other information within the framework of the functioning of the bicycle rental system.

**Hiring** is the relationship that develops between the Owner and the Renter regarding the temporary paid possession and use of a bicycle.

**Owner** is a person who provides a bicycle for a fee for temporary possession and use to the Renter by transferring the bicycle through a bicycle rental point.

**Renter** is a person (user) who accepts a bicycle for a fee for temporary possession and use on the basis and in accordance with the terms of the Agreement, with a unique identification code (ID).

**Pedestrian** is a person who is outside a vehicle on the road and does not perform work on it. Individuals moving in wheelchairs for the disabled, driving a bicycle, moped, motorcycle, carrying a sled, cart, or baby stroller are considered pedestrians.

**Time fee** – a fee established by tariffs for renting bicycles during the time of bicycle rental chosen by the Employer, lasting more than 30/45/60 minutes.

**A bicycle rental point** is part of the infrastructure of a bicycle rental system (bicycle station), which is an automated system for issuing and receiving bicycles, in which bicycles are initially recorded.

**Registration in the Bicycle Rental System** - filling out the registration form by the Renter on the [www.velobike.kz](http://www.velobike.kz) website.

**The site** is the Owner’s electronic information portal on the Internet at [www.velobike.kz](http://www.velobike.kz), which provides the Renter with the opportunity to register in the bicycle rental system, gain access to his personal account, as well as obtain other information within the framework of the functioning of the bicycle rental system.

**Bicycle rental season** is a period of time when the bicycle rental system is open.

**Bicycle rental system** is a set of infrastructure for a bicycle rental system for providing temporary possession and use (hire) of bicycles to Renters.

**Tariff** is the monetary expression of the cost of the bicycle rental service. The cost of renting bicycles is given in Appendix № 1 to the Agreement, and current information is posted on the [www.velobike.kz](http://www.velobike.kz) website.

**ID** is a unique code identifying the Renter, assigned after registration in the bicycle rental system.

**PIN** is unique ID confirmation code required for the Renter to access the bicycle rental system and the ability to use bicycles.

**PUSH notification** is a short text and (or) telematic information notification expanded with additional content, designed to be sent and placed on the screens of mobile devices, including when they are locked, as well as on top of windows of running applications, delivery is carried out at the initiative of the Owner.

**SMS notification** is a short text message consisting of letters or symbols typed in a certain sequence, intended for transmission via a mobile network from the Owner to the Renter.

1. **General provisions**

2.1. In accordance with Article 387 of the Civil Code of the Republic of Kazakhstan, this Agreement is public.

2.2. The Agreement is considered concluded from the moment the Renter registers in the Bicycle Rental System, which confirms that the Renter is familiar with and fully and unconditionally agrees with all the terms of this Agreement.

2.3. To conclude the Agreement, the Renter provides the Owner with his personal data, thereby confirming his consent to the collection, processing and use of personal data within the framework of production activities, including the right to transfer it to authorized government bodies without obtaining additional consent from the Renter, in accordance with the requirements of the legislation of the Republic of Kazakhstan.

2.4 The Renter, by acceding to this Agreement, confirms that he undertakes to comply with all the terms of the Agreement.

2.5. Information about the bicycle rental service provided is posted on the [www.velobike.kz](http://www.velobike.kz) website, and may be brought to the attention of Renters by any other means and methods not prohibited by the legislation of the Republic of Kazakhstan.

1. **Subject of the agreement**

3.1. The Owner provides the Renter for temporary paid possession and use (hire) of a bicycle with the inventory number indicated on the bicycle provided (hereinafter referred to as the Property or bicycle), and the Renter accepts this Property on the terms and conditions provided for in this Agreement.

3.2. The Owner confirms that the Property transferred for rent is at the disposal of the Owner legally: Resolution of the Akimat of Nur-Sultan city dated February 7, 2020 № 501-272 and trust management agreement dated March 2, 2020 № 3-20.

3.3. The property is provided to the Renter for operation in accordance with its intended purpose.

1. **Procedure and conditions for renting bicycles**

4.1. To receive bicycle rental services, the Renter registers in the Owner’s Bicycle Rental System.

4.2. When Registering in the Bicycle Rental System, the Renter is obliged to provide his credentials, and the Owner undertakes to register (authorize) the Renter based on these data. The Renter is solely responsible for the accuracy of the data specified during registration.

4.3. If the Renter provides false information during registration (including, but not limited to: indicating the personal data of a third party; making a technical or spelling error in personal data, telephone number, email address, residential address), the Owner does not guarantee delivery and does not bear any responsibility for liability for the Renter’s failure to receive SMS notifications, PUSH notifications or messages, documents, including those sent via email and courier/postal services.

4.4. Before receiving bicycle rental services, the Renter undertakes to make a 100% prepayment in accordance with the Tariffs and Rules for bicycle rental, in accordance with Appendices № 1 and № 2 to this Agreement, which are an integral part of the Agreement, accept the entrusted Property for temporary possession and use, and return it to in the condition in which it was received, taking into account normal wear and tear, and within the time limits provided for by the Bicycle Rental Rules.

4.5. The Owner provides the service of renting bicycles only after preliminary 100% payment by the Renter.

4.6. Payment is made by transferring funds to the Owner's current account specified in section 13 of this Agreement, or by cash payment through the Owner's cash desks, as well as through the Kaspi Bank mobile application.

1. **Renter’s rights and obligations**

**5.1. The Renter undertakes**

5.1.1 to return the bicycle to the Bicycle Rental Point within 24 hours from the date of receipt of the bicycle;

5.1.2. to use the Owner's Property solely for its intended purpose in accordance with the terms of this Agreement;

5.1.3. not to transfer the Property for use to third parties, sublease and/or free use. In these cases, the Renter remains liable under the Agreement to the Owner;

5.1.4. not to transfer his rights and obligations under this Agreement to a third party;

5.1.5. to treat the Owner's Property with care;

5.1.6. to operate the Property in compliance with the Technical Operation Rules and Traffic Rules of the Republic of Kazakhstan;

5.1.7. to operate the Property, observing the Bicycle Rental Rules established in Appendix № 2, which is an integral part of this Agreement;

5.1.8. when operating the Property, to comply with the requirements of the legislation of the Republic of Kazakhstan on fire safety, safety precautions and environmental protection;

5.1.9. upon completion of use of the Owner's Property, to return the Property to the Bicycle Rental Point in the condition in which it was received (technically sound condition and appropriate configuration), taking into account normal wear and tear;

5.1.10. when operating the Property, to maintain a safe distance;

5.1.11. to make payment for rental services of the Property in the manner, amount and terms established by this Agreement;

5.1.12. to comply with the requirements of the Owner's employees aimed at ensuring safety, as well as related to compliance with the terms of this Agreement;

5.1.13. at the request of an employee of the Owner’s Transport Control Department, to stop the bicycle and to confirm the legality of ownership and use of the Property by presenting an identity card and/or passport, pension book, student card or other document used for Registration in the Bicycle Rental System;

5.1.14. immediately to notify the Owner of any damage to the Property, emergency situations and promptly take all possible measures to prevent and eliminate such damage and situations;

5.1.15. immediately to inform the Owner and city emergency services (police, fire extinguishing service, emergency services, etc.) about emergencies, fires, thefts, etc.;

5.1.16. to bear independent full financial responsibility for the Property and damage caused to it in the manner prescribed by this Agreement and the legislation of the Republic of Kazakhstan;

5.1.17. to compensate the Owner for damage caused to the Property in accordance with the terms of this Agreement and the legislation of the Republic of Kazakhstan;

5.1.18. in case of changes in personal data and other information specified during registration, to make changes in your personal account within 3 (three) calendar days;

5.1.19. independently to monitor on the Owner’s website or mobile application the updated conditions, clauses of the Agreement and/or applications that are an integral part of the Agreement.

**5.2. The Renter has the right:**

5.2.1. to use the rental services of the Owner’s Property in accordance with the conditions established in this Agreement and the Bicycle Rental Rules;

5.2.2. to receive information from the Owner regarding the operation of the Property.

**5.3. When using the Property, the Renter is prohibited from:**

5.3.1. making any structural changes to the Owner's Property;

5.3.2. transporting a load that protrudes beyond the dimensions of the bicycle by more than fifty centimeters in length or width, or a load that interferes with the control of the bicycle;

5.3.3. towing bicycles and/or mopeds, as well as bicycles and/or mopeds;

5.3.4. transporting passengers.

1. **Owner’s rights and obligations**
   1. **The Owner undertakes:**

6.1.1. subject to the Renter's compliance with all conditions and obligations established by this Agreement, to provide a bicycle for rent in technically sound condition.

**6.2. The Owner has the right:**

6.2.1. to check the legality of the Renter’s possession and use of the Property by stopping an authorized employee of the bicycle Renter during its use to check documents. The time spent on checking documents is not compensated or reimbursed to the Renter;

6.2.2. to seize the Property and to block access to the Renter with the execution of a Seizure Certificate in the event of discovery of the use of the Owner's Property by third parties;

6.2.3. to check the procedure for using the Property by the Renter in accordance with its intended purpose;

6.2.4. to terminate or to limit the Renter’s access (block) to the use of the Property in case of violation of this Agreement terms;

6.2.5. to make changes and additions to the terms and other clauses of the Agreement, including all annexes that are an integral part of the Agreement by posting by the Owner on the [www.velobike.kz](http://www.velobike.kz) website and in the mobile application of the amended version of the Agreement, and/or any part thereof, and/ or attachments thereto;

6.2.6. to transfer your rights and obligations to a third party without the Renter’s consent;

6.2.7. to exercise other rights provided for by the legislation of the Republic of Kazakhstan.

1. **Responsibility of the parties**

7.1. In case of non-fulfillment or improper fulfillment of this Agreement terms, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan and the terms of this Agreement.

7.2. The Renter bears full financial responsibility in case of damage to the bicycle, including accidental damage and/or failure of the bicycle.

7.3. In the event that the Renter transfers the bicycle and/or access to a third party, as well as inaction manifested in failure to inform the Owner about the loss of the bicycle by the Renter or theft of the bicycle by a third party, the Renter bears full financial responsibility for damage caused to the Owner, including as a result use of access lost or transferred by the Renter by third parties in accordance with the terms of this Agreement and the legislation of the Republic of Kazakhstan.

7.4. In the event of damage to the bicycle by the Renter, accidental damage or disabling of the bicycle, or the Renter returning the bicycle late, the Owner will charge the Renter money in the amounts provided for in this Agreement. The amount of money charged in the event of a bicycle breakdown is determined by the amount of expenses incurred by the Owner for carrying out repair and restoration work on the damaged bicycle, including with the involvement of third parties, or for purchasing a new bicycle based on a commercial offer from a company that purchases and supplies bicycle equipment with manufacturer to the territory of the Republic of Kazakhstan, if it is not possible to restore it.

7.5. The Renter is responsible to the Owner for all consequences of road accidents. Compensation for damage is made by payment in monetary terms, or the Renter is obliged to bring the damaged Property to the condition in which it was before the accident. The Renter must carry out the actions specified in this paragraph within 30 (thirty) calendar days from the date of receipt of the written request from the Owner.

7.6. In case of incorrect parking the bicycle in the parking range, the rental is not completed, and therefore the balance amount identical to the one at the time of rental is debited from the Renter’s personal account, and if the debit amount is insufficient, the Renter is obliged to deposit the balance of funds into the personal account. If the bicycle is parked incorrectly and left in such a position at the Bicycle Rental Point, the Renter who previously used it bears full financial responsibility for the loss or theft of the bicycle.

7.7. The Owner, his employees and representatives do not bear any liability for harm, damage, damage, breakdowns and losses, as well as injuries caused by the Owner, as a user of the bike rental system, to any third party.

1. **Special conditions**

8.1.The Renter confirms that at the time of registration in the bicycle rental system and when using a bicycle, he is not limited in legal capacity, is not in a state of narcotic, toxic or alcohol intoxication, due to health reasons he can exercise and defend his rights and fulfill his duties, does not suffer from diseases that could interfere with the understanding of the essence of this Agreement, also confirms that he is not under the influence of delusion, deception, violence, threat, malicious agreement or coincidence, and can safely operate a bicycle of the bicycle rental system.

8.2.The Renter assumes all risk and responsibility for his actions or omissions during the trip (whether these actions or omissions were intentional, unintentional or the result of an accident) and for possible damage to health and property that may be caused the Renter or a third party and the Owner.

8.3. The Renter is notified that pregnant women, as well as patients with epilepsy, diseases of the heart and nervous system are strictly prohibited from riding a bicycle in the bicycle rental system; in case of non-compliance with this clause, the Renter bears responsibility independently.

8.4. During the period of hire, the Renter assumes full responsibility for the proper care of the bicycle, its safety, careful use, for damage caused to the bicycle, as well as for damage caused to the health and property of third parties in connection with the use of the bicycle.

8.5. The Owner is not responsible for the health and property of the Renter during the entire period of hire.

8.6. The Owner, his employees and representatives do not bear any liability for harm, damage, breakdowns and losses, as well as injuries caused by the Renter, as a user of the bicycle rental system, to any third party during the use of the bicycle, as well as for injuries caused and/or received by the Renter while using the bicycle.

8.7. If the Owner takes free photographs during the Renter's trip, the Renter does not object to the Owner's use of these photographic materials for advertising and informational purposes.

1. **Force majeure circumstances**

9.1. The Parties are not responsible for complete or partial failure to fulfill their obligations under this Agreement if it was the result of a force majeure circumstance.

9.2. For the purposes of this section, “force majeure” means an event beyond the control of the Parties and of an unforeseen nature. Such events may include, but are not limited to, acts such as declared or undeclared war, civil war, riots and revolutions, acts of piracy, sabotage, natural disasters, hurricanes, cyclones, gale force winds, earthquakes, tsunamis, floods, destruction by lightning, explosions, fires, accidents/failures on communication networks, destruction of buildings, structures and any installations, networks, telecommunications equipment, provisions of legislative acts, actions of government bodies, resolutions of the Chief State Sanitary Doctor of the Republic of Kazakhstan and/or of Astana city, resolutions of the Government of the Republic of Kazakhstan, decrees of the President of the Republic of Kazakhstan etc.

9.3. If force majeure circumstances arise, the Party for which it becomes impossible to fulfill its obligations under the Agreement is obliged, within 5 (five) calendar days from the date of their occurrence, to send the other Party a written notification of such circumstances and their reasons, as well as provide documents confirming the fact the occurrence and/or termination of such circumstances, issued by the competent authority.

9.4. The deadline for fulfilling obligations under this Agreement is extended in proportion to the time during which force majeure circumstances occurred, as well as the consequences caused by these circumstances.

9.5. Failure to notify or untimely notification deprives the Party of the right to refer to any of the above circumstances as a basis for exempting from liability for failure to fulfill an obligation.

9.6. If it is impossible for the Parties to fully or partially fulfill their obligations for more than 1 (one) month, the Parties will have the right to terminate this Agreement and make mutual settlements.

1. **Applicable law and dispute resolution procedure**

10.1. The Agreement, as well as relations not regulated by this Agreement, but directly or indirectly arising from it, are regulated and interpreted in accordance with the laws of the Republic of Kazakhstan.

10.2. All disputes and disagreements arising between the Parties under this Agreement or in connection with it are resolved through negotiations.

10.3. If agreement is not reached, disputes and disagreements are resolved in court at the location of the Owner in accordance with the legislation of the Republic of Kazakhstan.

1. **Final provisions**

11.1. By concluding this Agreement, the Renter confirms that he fully understands the contents of the Agreement. The Renter also confirms that he feels sufficiently prepared to independently operate a bicycle and his state of health allows him to safely operate a bicycle.

11.2. The Owner's failure to provide security and require the Renter to strictly fulfill any clause of this Agreement should not be considered as a waiver by the Owner of the rights granted by this clause.

11.3. The expiration of this Agreement or its termination for any reason does not entail the termination of the unfulfilled obligations of the Parties hereunder, and does not relieve the Parties to this Agreement from liability for violations thereof, if any occurred during the fulfillment of the terms of this Agreement.

11.4. The Renter agrees to receive from the Owner SMS and PUSH notifications, using the mobile phone number specified when registering in the bicycle rental system, about payment for access to the bicycle rental system and other information messages related to the rental of bicycles (including the beginning and end of hiring, expiration of free hiring time, duration and cost of hiring, new tariffs, violation of terms of employment, etc.).

11.5. Notifications and letters are considered duly brought to the attention of the Renter, and the Renter, accordingly, is duly notified (having received letters and notifications) at the time of their sending to the email address specified by the Renter in the personal account and/or via SMS/PUSH notifications, or by sending messages on social networks where the Renter is registered, posting in the Renter’s personal account and/or on the [www.velobike.kz](http://www.velobike.kz) website and mobile application.

11.6. Transfer of rights and obligations of one of the Parties to a third party under this Agreement is permitted only with the written consent of the other Party.

11.7. The appendices to this Agreement are an integral part of it and are binding on the Parties to this Agreement.

11.8. On all issues not regulated by this Agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan.

11.9. If any of the terms of this Agreement, in whole or in part, is found to be illegal, invalid or unenforceable in the present or future, then that term shall not affect the legality, validity and enforceability of any other terms of this Agreement, in whole or in part.

11.10. The place of conclusion of the Agreement is the legal address of the Owner.

11.11. This Agreement is published in the state and Russian languages. In case of discrepancy, the text in Russian shall prevail.

1. **Details**

**OWNER**

«City Transportation Systems» LLP

Legal addresse Astana city,

Saryarka district, Beibitshilik street, 9

BIN 110540005586

BIC HSBKKZKX

IBAN KZ126018821000662921

CBe 17

“Halyk Bank of Kazakhstan” JSC

Website: [www.velobike.kz](http://www.velobike.kz)

***Appendix № 1***

***to the Public Bicycle Rental Agreement***

**TARIFFS**

* + 1. **SUBSCRIPTION FEE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tariff plan** | | **Subscription № 1**  includes every trip lasting up to 30 minutes. | **Subscription № 2**  includes every trip lasting up to 45 minutes. | **Subscription № 3**  includes every trip lasting up to 60 minutes. |
| **Monthly** | **standard** | **2 500** | **3 125** | **3 750** |
| discounted\* | - | - | - |
| **Quarterly** | **Standard** | **6 000** | **7 500** | **9 000** |
| discounted\* | 3 000 | 3 250 | 4 500 |
| **Seasonal** | **Standard** | **10 000** | **12 500** | **15 000** |
| discounted\* | 5 000 | 6 250 | 7 500 |

**Note:**

1. The minimum balance on the Renter’s personal account, the mandatory minimum balance is 500 tenge.

2. All types of subscriptions, as well as the bonus balance accrued as part of the Owner’s promotions, are non-refundable.

3. \* Citizens belonging to the following preferential categories can take

4.1. advantage of discounted subscriptions:

* participants and disabled people of the Great Patriotic War and persons equivalent to them;
* Afghan veterans;
* mothers of many children;
* children with special needs, including one of the parents (legal representatives);
* disabled people of all groups;
* large families. The benefit in the category “Large families” is provided only to one of the parents;

4.2. students studying in higher and specialized educational institutions of Astana.

IMPORTANT: The discount is provided only to citizens of preferential categories registered and permanently residing in Astana city. Citizens of preferential categories registered in other cities of the Republic of Kazakhstan are not provided with discounts for purchasing subscriptions.

* + 1. **TIME PART**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tariff plan** | **Subscription № 1** | **Subscription № 2** | **Subscription № 3** |
| **Free** | from 0 minute  to 30 minutes | from 0 minute  to 45 minutes | from 0 minute  to 60 minutes |
| **100 tenge** | from 31 minutes  to 60 minutes | from 46 minutes  to 60 minutes | - |
| **250 tenge** | from 61 minutes  to 120 minutes | from 61 minutes  to 120 minutes | from 61 minutes  to 120 minutes |
| **500 tenge** | from 121 minutes  to 180 minutes | from 121 minutes  to 180 minutes | from 121 minutes  to 180 minutes |
| **1000 tenge** | from 181 minutes and every hour thereafter | from 181 minutes and every hour thereafter | from 181 minutes and every hour thereafter |

**Note:**

1. When purchasing any of the subscriptions, each trip lasting up to 30/45/60 minutes is included in the price of the subscription. In this case, the break between trips must be at least 30 (thirty) seconds.

* + 1. **FINES**

|  |  |  |
| --- | --- | --- |
| **№** | **Type of violation** | **Types of fine** |
| 1 | Late return (after 24 hours from receiving the bike at the bike rental point) | 30,000 tenge/per day (before 72 hours \*) + actual cost of hiring |
| 2 | Lost or stolen (after 72 hours\*) | The amount is determined on the basis of a commercial proposal requested before the start of the cycling season from the company purchasing and supplying cycling equipment from the manufacturer to the territory of the Republic of Kazakhstan. |
| 3 | Damage to the bicycle during rental or its disablement | The amount is determined by the amount of expenses incurred by the Owner for carrying out repair and restoration work on a damaged bicycle, including with the involvement of third parties, or for purchasing a new bicycle on the basis of a commercial offer from a company purchasing and supplying bicycle equipment from the manufacturer to the territory of the Republic of Kazakhstan, if it is not possible to restore it. |
| 4 | Road traffic accident | Considered individually according to the damage caused |

**Note:**

1. \* A bicycle is considered lost/stolen if it is not returned to the bicycle rental point (bike station) after 72 hours from the start of rental and its cost is subject to reimbursement by the Renter.

***Appendix № 2***

***to the Public Bicycle Rental Agreement***

**Bicycle rental rules**

**General provisions**

1. These Bicycle rental rules (hereinafter referred to as the Rules) determine the procedure for the provision, use, payments when renting bicycles and the procedure for compensation for material damage.

2. The Rules apply in the territory of Astana city and are mandatory for all individuals using the Owner’s bicycles.

3. Basic concepts used in these Rules:

**Subscription fee (Subscription)** is a mandatory fee established by tariffs, granting the Renter the right to temporary possession and use of bicycles under the conditions established by the Agreement and tariffs.

**A bicycle** is a vehicle having two or more wheels (except for wheelchairs for disabled people) and is driven by the muscular power of the people on it. The weight of the Renter's bicycle is 25 kg, the load capacity is 120 kg.

**A cyclist** is a person operating a bicycle.

**A driver** is a person driving a vehicle, a driver leading livestock, herd, pack, draft or riding animals along the road.

**The Transport Control Department** is an Owner’s structural unit monitoring and identifying violations of the procedure for hiring bicycles provided for in the Agreement, including, but not limited to: evasion of payment, transfer of access to bicycles to third parties, transfer of bicycles to third parties, causing damage to the Owner’s property, etc.

**Range** – an element of a bicycle rental point (parking space) to which a bicycle equipped with a locking lock is attached.

**A road traffic accident** is an event that occurred during the movement of a vehicle on the road and with its participation, resulting in harm to health, death of a person, damage to vehicles, structures, cargo or other material damage.

**Access** – the Renter’s access to the bicycle rental system via ID for the possibility of using bicycles for the period chosen by the Renter of the subscription in accordance with the established tariffs. Access is valid only for the duration of the subscription chosen by the Renter during one bicycle rental season.

**Cash desk** – a cash desk serving individuals that sells subscriptions, replenishes the balance of a personal account and returns funds from a personal account.

**Personal account** is an individual electronic account opened by the Owner to the Renter during the registration of the Renter on the website [www.velobike.kz](http://www.velobike.kz) or in the mobile application to reflect and account for the receipt of funds from the Renter and their expenditure to pay for the rental of bicycles under the conditions provided for in the Agreement.

**Mobile application** is the Owner's software, created for mobile devices and adapted for the Android and IOS platforms, providing the Renter with the opportunity to register in the bicycle rental system, gain access to a personal account, as well as obtain other information within the framework of the functioning of the bicycle rental system.

**Hiring** is the relationship that develops between the Owner and the Renter regarding the temporary paid possession and use of a bicycle.

**Owner** – a person who provides a bicycle for a fee for temporary possession and use to the Lessee by transferring the bicycle through a bicycle rental point.

**Renter** - a person (user) who accepts a bicycle for a fee for temporary possession and use on the basis and in accordance with the terms of the Agreement, with a unique identification code (ID).

**Pedestrian** is a person who is outside a vehicle on the road and does not perform work on it. Individuals moving in wheelchairs for the disabled, driving a bicycle, moped, motorcycle, carrying a sled, cart, or baby stroller are considered pedestrians.

**Time fee** is a fee established by tariffs for renting bicycles during the time of bicycle rental chosen by the Renter, lasting more than 30/45/60 minutes.

**A bicycle rental point** is a part of the bicycle rental system infrastructure (bicycle station), which is an automated system for issuing and receiving bicycles, in which bicycles are initially recorded.

**Registration in the Bicycle Rental System** - filling out the registration form by the Renter on the website www.velobike.kz.

**The site** is the Owner’s electronic information portal on the Internet at [www.velobike.kz](http://www.velobike.kz) , which provides the Renter with the opportunity to register in the bicycle rental system, gain access to his personal account, as well as obtain other information within the framework of the functioning the bicycle rental system.

**Bicycle rental season** is a period of time when the bicycle rental system is open.

**Bicycle rental system** is a set of infrastructure for a bicycle rental system for providing temporary possession and use (hire) of bicycles to Renters.

**Tariff** is the monetary expression of the cost of the bicycle rental service. The cost of renting bicycles is given in Appendix № 1 to the Agreement, and current information is posted on the website www.velobike.kz.

**ID** is a unique code identifying the Renter, assigned after registration in the bicycle rental system.

**PIN** is an unique ID confirmation code required for the Renter to access the bicycle rental system and the ability to use bicycles.

**PUSH notification** is a short text and (or) telematic information notification expanded with additional content, designed to be sent and placed on the screens of mobile devices, including when they are locked, as well as on top of windows of running applications, delivery is carried out at the Owner’s initiative.

**SMS notification** is a short text message consisting of letters or symbols typed in a certain sequence, intended for transmission via a mobile network from the Owner to the Renter.

**The procedure for renting a bicycle**

4. The Owner provides the opportunity to rent bicycles at any time of the day during the bicycle rental season.

5. The rental of a bicycle is carried out by the Owner to the Renter at bicycle rental points.

6. The Renter has the right to return the rented bicycle to the Owner at any operating bicycle rental point that has a free range at the time of return.

7. The Renter has the opportunity to rent a bicycle after completing the following steps:

1) registration in the bicycle rental system (creating an account);

2) activation of the account;

3) purchasing a subscription;

4) replenishment of the personal account (the balance on the personal account must be at least 500 tenge).

8. The access gained must be kept confidential. The Renter has no right to transfer access to third parties. The Renter is responsible for damage caused to the Owner as a result of the use of lost or transferred access by third parties. In case of loss of access, the Renter is obliged to immediately notify the Owner about this in order to block it.

9. The Renter has the right to rent no more than 1 (one) bicycle at a time.

10. The Hiring time countdown begins from the moment the bicycle is unlocked from the corresponding range after successful authorization of the Renter using the access received and stops from the moment the bicycle is placed in the free range of the bicycle rental point. The rental is considered fully completed once the following message is displayed on the bicycle display: “Return. OK. Goodbye” and the Renter receives an SMS/PUSH notification to his mobile number about the completion of the hiring.

**Procedure for using a bike**

1. To unlock your bike you need to do the following:

1) choose a bike;

2) visually inspect the condition of the bicycle;

3) press the “OK” button on the bike display;

4) select identification option “2. ID";

5) enter ID;

6) enter PIN;

7) wait for the sound signal and the message on the bicycle display “Start was a success, happy journey!”;

8) grab the handlebars of the bicycle, pull it towards you and pick up the bicycle within 30 seconds;

9) hiring has begun.

12. Immediately after unlocking the selected bicycle from the lock-lock, the Renter is obliged to check the technical condition of the bicycle and, if any defects are detected, immediately notify the Owner by contacting the Owner’s support service operator or the Unified Contact Center iKomek 109, and also return the bike into the free range. At the same time, the Renter has the right to rent another free bicycle.

13. During the period of hire, the Renter assumes full responsibility for the proper care of the bicycle, its safety, careful use, for damage caused to the bicycle, as well as for damage caused to the health and property of third parties in connection with the use of the bicycle.

14. During the rental period, the risk of accidental damage or failure of the bicycle is borne by the Renter.

15. When using a rented bicycle, the Renter is obliged to comply with the Traffic Rules of the Republic of Kazakhstan.

16. The Renter is obliged to independently familiarize himself with the Traffic Rules of the Republic of Kazakhstan and strictly comply with the following rules:

1) bicycle drivers move along a bicycle path, a bicycle lane, and in their absence - along the right edge of the carriageway, including a lane for fixed-route vehicles, in one row or along the side of the road, sidewalk or pedestrian path, without creating a danger for pedestrian traffic.

2) cyclists under fourteen years of age are not allowed to move along the legal edge of the roadway, the lane of route vehicles, or the side of the road.

3) on roads with a bicycle lane marked with sign 4.5 with plate 7.14, other vehicles, except mopeds, do not drive or stop on this lane.

4) if the lane marked with sign 4.5 with plate 7.14 is separated from the rest of the roadway by a broken marking line, then when turning, vehicles change lanes to it. It is also permitted in such places to enter this lane when entering the road and for boarding and disembarking passengers at the right edge of the roadway.

5) columns of cyclists, horse-drawn carts (sleighs), pack, harnessed or riding animals when moving along the roadway must be divided into groups of ten cyclists, riding and pack animals and five carts (sleighs). to facilitate overtaking, the distance between groups should be eighty to one hundred meters.

6) drivers of mopeds, electric scooters and bicycles are prohibited from:

- driving without holding the steering wheel with at least one hand;

- transporting passengers, except for transporting passengers on bicycles and mopeds with special devices for their transportation;

- transporting cargo, except for transporting cargo on bicycles and mopeds with special devices for their transportation, as well as cargo that does not protrude more than fifty centimeters in length or width beyond the dimensions, or cargo that interferes with control;

- turning left or turning around on roads with tram traffic and on roads with more than one lane to move in a given direction;

- towing mopeds, electric scooters and bicycles, as well as mopeds, electric scooters and bicycles, except for towing a trailer designed for use with a moped and bicycle;

- crossing the roadway at pedestrian crossings while in a vehicle;

- moving in the dark on the roadway without a reflective object that meets the requirements defined by the traffic rules, ensuring visibility to drivers of other vehicles;

- when driving on the roadway, be without a fastened helmet.

17. In the case of group skating, the Renter is obliged to maintain a distance of at least 1 (one) meter from the instructor or group member riding in front, as well as from pedestrians, cars and other vehicles of at least 1.5 (one and a half) meters. The Renter is notified that he must move behind the instructor, without overtaking him.

18. The Renter is prohibited from:

1) renting a bicycle while under the influence of alcohol or other intoxication;

2) transporting other persons, including children, on a rented bicycle;

3) riding a rented bicycle on expressways.

**Procedure for returning a bike**

1. When returning the bicycle, the Renter must take the following actions:

1) to find a free range at the bicycle rental point;

2) to roll the bike into range until it stops;

3) wait for the sound signal and the message on the bicycle display “Return. OK. Goodbye”;

4) to wait for the SMS/PUSH notification about the completion of the recruitment.

ATTENTION! Any other messages indicate that the hiring process is not complete.

20. If it is impossible to secure the bicycle in the range, the Renter is obliged to contact the Owner’s support service operator or the Unified Contact Center iKomek 109 and receive instructions on further actions. With the permission of the support operator, the bicycle can be parked by attaching it to a fixed structure of the rental station using a cable built into the handlebar of the bicycle. The Renter must remove the cable from the handlebar of the bicycle and insert it into the hole on the frame under the handlebar, press the “OK” button, enter his PIN, press the “OK” button again, wait for the display on the handlebar of the bicycle to read: “Locked” and make sure that the bicycle is securely fastened.

Compliance with the conditions of this paragraph of the Rules is a prerequisite for recording the time of completion of the rental of a bicycle by the Lessor.

21. The Renter is obliged to return the bicycle to the Bicycle Rental Point within 24 hours from the date of receipt of the bicycle.

22. The Renter is obliged to return the bicycle to the Owner in technically sound condition and in the appropriate configuration. The technical condition of the bicycle must correspond to the technical condition at the time of collection at the rental point, taking into account its normal wear and tear.

23.The Renter does not have the right to replace components or parts of the rented bicycle on his own and/or by third parties. If the bicycle is returned with replaced units or parts, the Renter shall reimburse the Owner for the cost of the original units or parts. The amount of money is determined by the amount of expenses incurred by the Renter to purchase a new bicycle or carry out restoration repairs, including with the involvement of third parties.

**Payment procedure when renting a bicycle**

24. The cost (tariff) for renting bicycles is determined by the Owner and is indicated in Appendix № 1 to the Agreement. Hire rates are indicated in tenge. Information about current tariffs is posted on the Website [www.velobike.kz](http://www.velobike.kz) and in the Owner’s Mobile Application.

25. The Owner notifies the Renter by publishing a message on the [www.velobike.kz](http://www.velobike.kz) website and/or in places for renting bicycles about changes in rental rates, indicating the exact start date of the new rates.

26. Payment for rent is collected by debiting funds from the Renter’s personal account.

27. Information on the available cash balance, debits and payments of the Renter is reflected on his personal account.

28. The Renter's personal account in the Renter's settlement and information system is created upon registration of the Renter. Personal account indicators are the basis for determining the time of hiring and conducting financial settlements between the Renter and the Owner.

29. The Renter undertakes to regularly check the status of his personal account to ensure timely receipt of current information.

30. The Renter is obliged to promptly replenish the balance of the personal account to pay for the rental and penalties when they are accrued by the Owner.

31. Payment is made by the Renter in the personal account or the Owner's cash desks in cash or by non-cash means. At the same time, the Renter must independently familiarize himself with the conditions for making payments through the use of his bank card, including the amount of fees charged and the timing of payments. The presence or absence, as well as the amount of commissions charged by second-tier banks, have no relation to the Owner. These commissions are payment for the services of these organizations.

32. The Renter's payments are accounted for in his personal account no later than the next business day after receipt from the bank of a bank statement indicating the receipt of funds to the Owner's current account and the receipt of documents that allow one to clearly identify the Renter and the purpose of the payment.

33. The Renter is notified and agrees that the Owner, using its technical means, records the time of hire and reflects the relevant data on the Renter’s personal account, and also monitors the status of the Renter’s personal account.

34. When funds are received from the Renter and if there is a negative balance in his personal account, the Renter’s previously incurred debt to the Owner, including the amount of fines when accrued by the Owner, is first repaid.

35. Hiring restrictions:

1) The Owner limits the Renter’s ability to rent a bicycle if, at the time of accrual and debiting of funds for rental, the balance of the Renter’s personal account becomes zero or negative;

2) The restriction on the possibility of hiring is lifted only after the debt is repaid and a balance of at least 500 tenge is deposited into the personal account. Removal of the restriction is carried out within 2 (two) hours from the moment of receipt of funds sufficient to remove the restriction to the Renter’s personal account.

36. In case of incorrect parking of the bicycle in the parking range, the rental is not completed, and therefore the amount of the balance identical to the one at the time of rental is debited from the Renter’s personal account. You must wait for the message on the display about the successful completion of the recruitment “Return OK. Goodbye" and a single long signal. In case of erroneous completion of hiring, a triple signal sounds and the display shows a parking error message “Lock error”, “Unidentified station”. If the bicycle is parked incorrectly and left in this position at the station, the Renter who previously used it bears full financial responsibility for the loss or theft of the bicycle.

**The procedure for considering the Renter’s requests regarding the enrollment and accrual of funds. A refund.**

37. Claims for crediting, partial crediting or non-crediting of funds to the Renter's personal account are accepted by the Owner only in case of payment in the methods provided for in the Agreement and these Rules.

38. Written claims of the Renter are considered by the Owner within the time limits established by the legislation of the Republic of Kazakhstan.

39. If the Renter's claims about erroneously made charges or other monetary (financial) claims related to the rental are recognized, the Owner, at the time such claims are recognized, credits an amount of money equivalent to the amount of the admitted claims to the Renter's personal account.

**Procedure for compensation of material damage by the Renter**

40. In the event of material damage to the bicycle by the Renter, accidental damage or disabling of the bicycle by third parties or the Renter himself, the Renter returning the bicycle late, loss, theft (theft) of the bicycle and/or parts of the bicycle from the Renter, the Owner will charge the Renter money in the amount provided for in the Tariffs (Appendix № 1) and these Rules.

41. In case of loss of ID and PIN (access to renting bicycles), the Renter is not released from the obligation to compensate the Owner for the amount of damage caused to him as a result of renting a bicycle using the lost (transferred) access by third parties.

42. The amount of money charged in the event of a bicycle breakdown is determined by the amount of expenses incurred by the Owner for carrying out repair and restoration work on the damaged bicycle, including with the involvement of third parties, or for purchasing a new bicycle based on a commercial offer from a company that purchases and supplies bicycle equipment with manufacturer to the territory of the Republic of Kazakhstan, if it is not possible to restore it. The Renter, within 1 (one) working day from the moment the bicycle is returned, must ensure the availability of funds in his personal account in an amount sufficient to pay the payments specified in this paragraph.

43. The Renter is obliged to immediately inform the Owner by telephone about the occurrence of material damage and, within 1 (one) business day from the occurrence of the relevant event, provide the Owner with an explanation with a detailed description of the circumstances of such an event (time, place, participants, etc.). These explanations are provided in writing signed by the Renter at the Renter's location address.

In case of returning the bicycle late after 24 hours from the start of rental, the Renter is obliged to pay the fine provided for in Appendix № 1 to this Agreement (30,000 tenge for each day from the expiration of 24 hours from the start of rental and up to 72 hours).

A bicycle is considered lost/stolen if it is not returned to the Bicycle Rental Point (bike station) after 72 hours from the start of rental. In this case, the cost of the bicycle is subject to reimbursement by the Renter within 14 calendar days from the moment the Parties became aware of the loss.