



GENERAL TERMS AND CONDITIONS

Of the Automated Bicycle Rental System

»ZaNaprej«

The bicycle rental system in Občina Zagorje ob Savi is called ZaNaprej and is a service of an automated bicycle rental system (the "Rental System"). Občina Zagorje ob Savi is the Operator of the ZaNaprej system, and the Service Provider of the automated bicycle rental system is Nomago d.o.o., storitve mobilnosti in potovanj, d.o.o., Vošnjakova 3, 1000 Ljubljana.

The General Terms and Conditions of the automated bicycle rental system (the "General Terms") set out in Chapters I through VIII the rights and obligations relating to the use and rental of bicycles, and in Chapters IX through XX govern the contractual relationship between the Operator and Users.

The General Terms apply to and are binding on all Users of the ZaNaprej system. In accordance with Article 120 of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07, 64/16 and 20/18), the General Terms are binding on the contracting parties in the same manner as the contractual provisions.

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I. INTRODUCTORY PROVISIONS

1. Občina Zagorje ob Savi (the "Operator") rents electric bicycles to registered Users (hereinafter: the User), subject to their availability.
2. NOMAGO, storitve mobilnosti in potovanj, d.o.o. (the "Service Provider"¹) carries out system management, system supervision, servicing, and redistribution.

Contact details:

Address:	Vošnjakova 3, 1000 Ljubljana
Website:	zanaprej.si
Phone number:	+386 1 431 77 60
Email:	bikes@nomago.si
Call centre:	+386 1 431 77 60

3. The website of the ZaNaprej automated bicycle rental system: zanaprej.si.
4. The bicycle rental system includes: a bicycle rental terminal, racks and docking stations for electric bicycles; the components of the ZaNaprej system are trademarks of Nomago Bikes, which is part of the nextbike system enabling bicycle rental worldwide; locations are available at: zanaprej.si.
5. The Operator and/or the Service Provider maintain the system so that it is accessible 24 hours a day during the period of use. Force majeure is an exception. The Operator is not liable for any occupancy or unavailability of bicycles at individual stations of the system.
6. The Operator reserves the right to reduce the number of bicycles in the system or to withdraw bicycles from the system entirely due to weather conditions unsuitable for cycling and during the winter period. The Operator and/or the Service Provider will inform Users accordingly regarding the date and/or duration of any limited operation or non-operation of the system.
7. The Operator collects GPS location information and bicycle usage data (e.g. the location of the bicycle before the start and after the end of the rental, parking procedures, and the location of the bicycle are collected for the purpose of fulfilling the contractual relationship with the customer; this also includes the use of data to detect and resolve errors and disruptions in the rental process and in the overall operation of the system).

¹ The Service Provider carries out system management, system supervision, servicing, and redistribution.

II. REGISTRATION AND CONFIRMATION

1. A registration application (the "application") may be submitted via the nextbike and Nomago mobile application and via the web.

Minor Users above the age of 14 are permitted to open and activate a User account with the written consent of a parent or legal guardian based on a completed form published at zanaprej.si. The parent or legal guardian shall in such case assume joint liability for all instances of breach of contract between the User and the Operator. Parents, legal guardians, or minor Users must send the signed confirmation by email to bikes@nomago.si after registration.

2. Upon registration, the User must provide: a mobile phone number, first and last name, date of birth, email address, residential address, payment method details, and consent to the General Terms.
3. After receiving all relevant data and documentation, the Service Provider decides whether to accept and approve the registration by activating the User profile. As part of the application and activation process, authorisation is obtained to use the services of the selected payment services partner, through which the User's creditworthiness is verified.
4. Upon registration, the User receives a password or personal identification number (PIN), which may be used to log in to the User account in the Rental System.
5. Upon approval of the application, an activation notification is sent. This notification may be oral, written, by telephone, by email, or by SMS message.
6. If the User wishes to rent bicycles in other Nomago Bikes or nextbike systems (which are not the ZaNaprej system), they enter into a contractual relationship with another operator in accordance with the terms and rules of those other systems, for which the Operator assumes no liability towards Users. Before beginning to use other systems, the User explicitly agrees to the general terms and conditions of the respective other operators and is informed of any local price differences.
7. Access to the service is available only to Users with an activated User account. A prerequisite for activation is the purchase of an initial package of minutes. The cost of the purchase and the benefits of the initial package of minutes are set out in the applicable price list of the Rental System.
8. The User is obliged to notify the Service Provider immediately of any changes to personal data that occur after successful registration and for as long as the rental relationship continues. This includes all data required for registration as well as data required for the processing of payments.
9. The User may also order a User card for bicycle rental via a request sent to the email address of the Service Provider or by calling the call centre, in accordance with the applicable price list of the Rental System and the instructions at zanaprej.si. In the event of loss of the User card, the User must immediately notify the customer support call centre or submit a request for deactivation of the User card to the email address of the Service Provider. Deactivation of the card does not deactivate the User's account. The User may also link their own User card (e.g. Nomago, Urbana) to the User profile via the Nomago mobile application.

III. TERMS AND CONDITIONS OF USE OF BICYCLES IN THE RENTAL SYSTEM

1. Use of rental bicycles is prohibited in the following cases:
 - a) persons under the age of 14 (in accordance with the provisions of Section 1 of Chapter II of the General Terms),
 - b) persons aged between 14 and 18 without the written consent of a parent or legal guardian,
 - c) for carrying other persons, which applies in particular to the carrying of children,
 - d) for returning a bicycle outside the ZaNaprej system stations,
 - e) for sub-letting to third parties and for commercial purposes,
 - f) for persons under the influence of alcohol, drugs, or other prohibited substances (zero tolerance for alcohol, prohibited drugs, and other psychoactive substances in traffic),
 - g) in poor weather conditions (for example during strong wind, rain or snowfall, storms) or other weather conditions that adversely affect cyclists, as a cyclist may be more exposed to such weather conditions compared to standard bicycles, because these bicycles have a covered rear wheel,
 - h) riding off-road, on unmanaged and unmarked paths, and in areas where cycling is prohibited.

2. The User is obliged to comply with all applicable laws and road traffic regulations.
3. Hands-free ("no-hands") use of a bicycle is not permitted under any circumstances.
4. Riding with more than one person on a bicycle is prohibited, except on a tandem or cargo bicycle.
5. Improper use and/or overloading of the bicycle basket is prohibited (maximum permitted load: 5 kg). The User must at all times ensure the proper fastening and securing of all goods or objects carried on the bicycle.
6. Unauthorised modifications or adjustments to the rented bicycle are prohibited.
7. If unauthorised or improper use of a rented bicycle is established, the Operator is authorised to terminate the contractual relationship and may prevent the User from further rental and use of bicycles and, upon determination of damage, charge the resulting costs.
8. After successful return of the rented bicycle, the User must initiate a new rental procedure if they wish to use the returned bicycle again.
9. The User is expressly prohibited from transferring the bicycle and User account for any use, whether free of charge or paid, to a third party.

IV. RENTAL LIMITATIONS / RENTAL DURATION

1. A User may rent a maximum of one bicycle at a time with one User account. The cost of bicycle use is defined in the applicable price list of the Rental System.
2. The billable rental period of the bicycle begins with the automatic unlocking of the lock on the bicycle frame.
3. To end the rental, the User must lock the lock on the bicycle, thereby notifying the Service Provider of the end of the rental period. Upon transmission of this information, the billable bicycle rental period ends and will be recorded in the User account. The User will receive notification from the Service Provider of the official end of the rental period via the mobile application. In the event of any problems, the User must immediately call the customer support call centre or report the fault or problems via the mobile application.

V. CONDITIONS AND METHOD OF BICYCLE RENTAL

1. The User may rent a bicycle via the mobile application or using a User card, provided that the User has an activated User account.
2. The User must familiarise themselves with the terms and the appropriate method of use of the rental bicycle prior to rental.
3. The User has the option of making an advance reservation of a bicycle via the mobile application for the period and at the cost defined in the applicable price list of the Rental System.
4. Prior to use, the User is obliged to verify that the bicycle is safe and fit for riding (e.g. tyres, brakes, lights, battery charge level, drive functionality, etc.). If the User detects technical faults or deficiencies at the beginning of or during the rental period, they must notify the customer support call centre, end the rental, and immediately cease using the bicycle. If technical faults or deficiencies appear after the commencement of the rental period but before the User has used the bicycle, the User must nonetheless end the rental and notify the customer support call centre.
5. If the User determines that the bicycle is faulty or damaged and does not report this to the Service Provider, the User shall be liable for any resulting damage.

VI. PARKING OF RENTED BICYCLES

1. The bicycle must be temporarily parked in a visible location. The User must comply with applicable road traffic regulations when temporarily parking. In addition, the User must ensure that the bicycle does not endanger road safety, does not obstruct other vehicles and/or traffic, and does not damage third parties or their property. The built-in lock must always be used when temporarily parking a bicycle.
2. Bicycles may not be parked:
 - a) at traffic lights,
 - b) at parking meters or parking clocks,
 - c) at traffic signs,
 - d) at passages where doing so would narrow them to less than 1.50 metres,
 - e) in front of emergency exits and areas of access for firefighters or in their vicinity,
 - f) in a manner that covers local advertising messages,
 - g) in a manner that the bicycle is chained to the fencing of private or public buildings,
 - h) at bus stops and railway platforms,
 - i) inside buildings, courtyards, or within vehicles,
 - j) on guide plates and paths for the visually impaired,
 - k) on or in front of post boxes,
 - l) in front of doors or gates or within their opening/closing range,
 - m) on driveways and in front of them,
 - n) in other inappropriate locations.
3. When not in use, the bicycle must always be properly locked.
4. The User must not permanently park bicycles outside the official ZaNaprej system stations, in parks/on green areas, or on private property. The User may temporarily park bicycles on private property only if permitted to do so by persons who hold the appropriate authority to grant such permission.
5. Failure to comply with these provisions will result in the User being charged a misuse fee as defined in the applicable price list of the Rental System. In addition, the User renting the bicycle shall be liable for the payment of penalties/fines issued by the competent state or local authorities and/or claims by third parties arising from non-compliance with these General Terms and applicable legislation.

VII. RETURN OF RENTED BICYCLES

1. Return of rented bicycles outside the designated area of use is not permitted; bicycles may only be returned at the official stations of the Rental System as published on the website or in the mobile application.
2. Upon return, the User must place the rented bicycle in a rack at the official station of the Rental System. The User must push the bicycle into the docking station and additionally lock the bicycle with the lock on the bicycle frame. Successful locking is confirmed by an audible signal.
3. In the event that no free rack is available at the official station of the Rental System, the User may nonetheless return the bicycle using the lock on the bicycle frame. The User must park the bicycle next to an already parked bicycle and manually lock the lock on the bicycle frame. The rental ends automatically. Successful locking is confirmed by an audible signal.
4. In the event that the User locks and leaves the bicycle using the lock on the bicycle frame outside an official station of the Rental System, the User will be charged a misuse fee or an additional surcharge as specified in the applicable price list of the Rental System.

VIII. RESPONSIBILITIES OF THE OPERATOR AND THE SERVICE PROVIDER

In the event of actual defects on the bicycle during the rental period, the User is immediately obliged to notify the Service Provider. The Operator and the Service Provider are not liable for any damage to items carried by Users on the bicycle during the rental in the bicycle basket or in the phone holder. The Operator and the Service Provider shall not be liable for improper and/or unauthorised use of the bicycle in accordance with the provisions of Chapter III.

IX. USER LIABILITY

1. The User assumes responsibility for all risks arising during use of the system. The User assumes full liability for any damage they cause to the Operator, the Service Provider, or third parties. The User assumes sole liability for any compensation claims arising from actions or events occurring during or as a result of the rental period.
2. The User is obliged to use the system with the necessary caution, prudence, and due diligence of a responsible person and in accordance with the General Terms.
3. The User supervises the bicycle or bicycles rented and is obliged to handle the bicycle or bicycles in such a way as to prevent the possibility of damage, destruction, or loss.
4. If the User causes damage to a bicycle or if a bicycle is stolen due to the User's negligence, the User is liable for the costs of materials and labour or for the replacement of the stolen bicycle in the amount defined in the applicable price list of the Rental System. The cost limitation referred to in the preceding sentence does not apply in cases where the User causes damage through gross negligence or intentionally; in such cases the Operator shall demand reimbursement from the User for all actual costs and resulting damage. The User is liable for all costs and damage incurred by the Operator as a result of non-compliance with the obligations set out in these General Terms.

The User will be notified immediately in the event of any damage arising. The User shall not be liable for damage determined more than 72 hours after the end of the rental. If a bicycle is stolen during the rental period, the User must immediately report the theft to the Service Provider.

X. USER OBLIGATIONS IN THE EVENT OF AN ACCIDENT

The User is obliged to notify the Service Provider immediately in the event of an accident. If an accident occurs involving material damage or other persons, the User must also notify the police immediately. If the User fails to do so, they shall be liable for all resulting damage.

XI. CONFIDENTIALITY OF USER INFORMATION

1. The User is solely responsible for preventing unauthorised use of their User credentials by third parties. This applies in particular to their personally assigned PIN/password.
2. The User may change their personal data at any time without any limit on the number of changes.
3. If the User believes that their User credentials have been misused or used improperly, they must immediately notify the Service Provider.
4. The User may deactivate their User account via the mobile application or by written notice sent to the contact address of the Service Provider as set out in Chapter I of these General Terms.

XII. MISUSE AND EXCLUSIONS

1. The Service Provider has the right, for good cause and especially in cases of misuse, to revoke the rights granted to the User, i.e. to prohibit rentals or to deactivate the User account, thereby preventing the User from using the services until any outstanding obligations have been settled.
2. The limitation of liability defined in Section 2 of Chapter IX does not apply if the User intentionally or through gross negligence permits the misuse of their User credentials.
3. Any misuse of the User card is sanctioned by confiscation of the card and deactivation of the User account, thereby preventing the User from using the system's services for the current year.

XIII. COSTS, PRICES, AND CALCULATIONS

1. The calculation of all costs and services of the Operator shall be carried out on the basis of the prices set out in the Rental System price list applicable at the commencement of each individual bicycle use. The current Rental System price list is available at zanaprej.si. By accepting the General Terms, the User also agrees to the charging of costs in accordance with the Rental System price list.
2. The annual subscription (annual tariff) specified in the Rental System price list is valid for 12 months from registration in the system and payment of the annual subscription. The annual subscription is automatically renewed for one year unless the User cancels in writing or sends an email to the Service Provider's address at least 1 day before the expiry date. The annual subscription is valid for the rental of one bicycle per User.
3. The maximum daily bicycle rental price is specified in the Rental System price list. Once the User's cumulative rental time reaches the maximum daily price, that price applies for 24 hours from the commencement of the rental.
4. The User may cancel the annual subscription free of charge within a maximum of 14 days from the date of purchase of the annual subscription (annual tariff) under the applicable Rental System price list. In such case, the User shall receive a 100% refund of the value of the annual subscription, provided that the User has not yet activated the subscription and has not used the automated bicycle rental services. Otherwise, the User will be charged for services used based on actual usage and the applicable price list, and any remaining difference up to the value of the annual subscription shall be refunded to the User. In the event of cancellation by the subscriber after the annual subscription has been concluded, more than 14 days from the date of purchase or conclusion of the subscription, 100% of the subscription value constitutes the cancellation fee for withdrawal from the rental relationship.

XIV. PAYMENTS

1. The User undertakes to pay the charged amount using the valid payment method entered in their User account. The User may change the selected payment method at any time.
2. In the event of late payment, the User shall be charged interest at the statutory default interest rate. The User may also be charged reminder fees along with additional administrative costs.
3. If a payment is overdue by at least two months or exceeds EUR 50, the Operator and/or the Service Provider may immediately deactivate the User account until the User has settled their obligations.
4. Payment methods: Online or via the mobile application by bank card for online purchases, GooglePay, or ApplePay.

XV. BILLING, RENTAL RECORDS, AND MONITORING

1. The Service Provider issues invoices to Users in accordance with the currently applicable Rental System price list available at zanaprej.si. The User may view the completed rental procedure (including costs and duration) in their User profile in the mobile application.
2. Billing to the User is carried out automatically when the User selects payment for a product, tariff, or additional surcharges. The Service Provider reserves the right to submit a payment request to the User by telephone or in writing.
3. The User may submit a written complaint to the Service Provider regarding charged costs within 8 days of receipt of the invoice.

XVI. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

1. Either contracting party may terminate the contractual relationship at any time. This clause does not affect the right of extraordinary termination of the contractual relationship as defined in these General Terms.
2. The User may deactivate their User account via the mobile application or on the basis of written notice to the Service Provider at the address specified in Chapter I of these General Terms or via email to: bikes@nomago.si.
3. Special products and tariffs (e.g. the annual tariff) are associated with specific contractual periods. The conditions for termination are set out in Section XIII.

XVII. PERSONAL DATA PROTECTION

By accepting the General Terms, the User agrees that:

1. The Operator collects, stores, and uses or processes Users' personal data where necessary for the fulfilment of contractual obligations or for the performance of the contract between the User and the Operator, or for the fulfilment of any other statutory obligations in accordance with applicable legislation. The Operator is deemed to be the data controller.
2. For the purpose of payment processing, the User's payment data will be transferred to contractual processors, i.e. the Service Provider and its subcontractors as sub-processors for payment processing and rental cost management. Following the completion of the registration procedure, this data will no longer be visible to the employees of the Operator or the Service Provider.
3. If the User uses the nextbike bicycle system worldwide as referred to in Section 6 of Chapter II of these General Terms, they thereby enter into a contractual relationship with another operator as the data controller, and the User agrees that such operator processes the User's personal data in accordance with the provisions of their general terms and/or privacy policies.
4. Additional information regarding the use, processing, and handling of personal data can be found in the Privacy Policy published at zanaprej.si.

XVIII. DISPUTE RESOLUTION

These General Terms are governed by the law of the Republic of Slovenia. The Operator and the User shall endeavour to resolve any disputes regarding the implementation and consequences of the General Terms amicably. If such resolution proves impossible, the Operator and the User shall seek to resolve any potential dispute through mediation

and other alternative dispute resolution methods. If this is not possible, the court in Trbovlje shall have jurisdiction to resolve disputes.

XIX. FINAL PROVISIONS

These General Terms are in force from 01.04.2026. The currently applicable General Terms are published at zanaprej.si. Any amendments will be visible on the website or in the nextbike and Nomago mobile application.

PRIVACY POLICY

ZaNaprej System

Personal Data Controllers

Municipality / Body	Contact person	Phone	Email
OBČINA ZAGORJE OB SAVI	Intelektum Maribor	02/6209840	info@intelektum.eu

Purpose, Collection, Processing, and Use of Personal Data

We collect, manage, and process your personal data solely for the purpose specified in the contract, i.e. for the performance of the bicycle rental agreement for the Rental System concluded with us.

The personal data we require for the above-stated purpose are:

User data: First and last name, gender, date of birth, residential address, postcode, town/city, email address, mobile phone number, PIN code, activation code, User identification number, subscription choice, credit balance.

Website usage data: IP address, browser information and address of the visited webpage, cookies (when using the website).

Bicycle usage data: Station identifier, time and location of bicycle collection and return, GPS location of the bicycle before and after rental, bicycle number.

User payment data: Credit card number and validity, transaction account number and bank name.

Mobile application usage data: User data, bicycle usage data, User location data.

The cookie statement is available at: <https://www.nomago.si/>

Personal Data Retention Period

We require all of the above-mentioned data to ensure User identification, to process payments, and to enforce potential claims. Personal data will be retained for as long as you have an active account, or for a maximum of 5 years (for the purpose of enforcing complaints and compensation claims). After this period, the data will be deleted.

Recipients of personal data are contractual processors and sub-processors of personal data in accordance with the contract concluded between the controller and the Service Provider Nomago d.o.o.: Sustav javnih bicikala d.o.o., nextbike GmbH, Infobip LTD, external online payment service provider.

Your Rights in the Area of Personal Data Protection

Right to Erasure/Right to Be Forgotten

You have the right at any time to request that the controller erase, without undue delay, the personal data it processes in relation to you.

At any time, you may request access to the data collected about you by the controller. You have the right to demand that the controller erase, without undue delay, the personal data it processes in relation to you.

In the event of correction, supplementation, or erasure of personal data, we must notify you of the correction, supplementation, or erasure without delay.

Right to Withdraw Consent

In cases where you, as an individual, have consented to the processing of personal data for one or more processing purposes, you have the right to withdraw your consent at any time.

Following receipt of your withdrawal of consent for one or more processing purposes, the controller will immediately cease processing your personal data for that purpose.

Withdrawal of consent for the processing of personal data does not affect the lawfulness of the processing of personal data relating to you prior to your withdrawal, nor the use of such personal data for legally or contractually defined purposes.

Right to Rectification of Inaccurate Personal Data Relating to You

You have the right at any time to request that the controller rectify or supplement inaccurate or incomplete personal data relating to you.

The controller will notify you of the rectification of your personal data without delay.

Right to Restriction of Processing of Personal Data

You have the right at any time to request that we restrict the processing of your personal data in the event of inaccuracy, unlawfulness, cessation of the processing purpose, or the lodging of an objection.

Right to Data Portability

You have the right at any time to request that we provide you with the personal data that we process in relation to you.

You have the right at any time to request that personal data we process in relation to you be transferred to another controller.

Right to Object

Any use of your personal data for informational or promotional communication purposes requires your explicit consent. In cases where you receive informational or commercial promotional content on the basis of consent, you may at any time request in writing that we cease using your data for that purpose.

All requests relating to the above-mentioned rights may be sent by post to the address of the controllers specified in the introduction to this Privacy Policy.

Right of Access to Personal Data Processed in Relation to You

You have the right at any time to obtain confirmation of whether personal data relating to you are being processed and to access the personal data relating to you and the following information: the purpose of data processing, the type of personal data relating to you, the recipients of your personal data, the envisaged personal data retention period, the source of the personal data.

Personal Data Security Incidents

Despite all efforts to protect data, complete security cannot unfortunately be guaranteed. There is always the possibility that a particularly determined intrusion into our IT systems or an unforeseen error could compromise the security of your personal data.

In the event of a personal data security incident and if there is a demonstrated likelihood that such an incident could result in a high risk to your rights and freedoms, we will notify you immediately.

In the event of a personal data security incident, we will notify the competent authority without undue delay and no later than 72 hours after becoming aware of the personal data security incident.

Right to Lodge a Complaint

You have the right, in the event of a breach of personal data protection against the controller, to lodge a complaint with the competent supervisory authority at: Information Commissioner, Zaloška 59, 1000 Ljubljana or at: gp.ip@ip-rs.si.

Important Information Relating to the Processing of Your Personal Data

We undertake to process all collected data solely within the scope of the listed purposes of personal data management or processing and in accordance with the Personal Data Protection Act and other applicable legislation, as well as in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR).

Any questions, ambiguities, or exercise of your rights in the area of personal data should be addressed to the controller specified in the introduction to this Privacy Policy.

Validity of the Privacy Policy

We reserve the right to adapt or update the Privacy Policy without prior notice due to changes in legislation. The current version published here at any given time shall be the applicable version.

Any changes to this Privacy Policy will be published on the website <https://www.nomago.si/>