

General Terms and Conditions

LR Mobility GmbH (ListNRide) · Version: 2 October 2026

APPLIES TO

REPLACES

QUESTIONS

Bookings from 2 October 2026, 00:00 **Terms and Conditions of 5 May 2021** contact@listnride.com

Translation for information purposes. Only the German version is legally binding.

Part A · Terms of Use

§ 1 Provider and scope

- 1.1** The ListNRide platform (the websites at listnride.com, .de, .es, .fr, .it, .nl, the booking plugin and the apps, together the “Platform”) is operated by LR Mobility GmbH, Thalkirchner Str. 210, 81371 München, represented by its managing director Jonas Müller, Local Court (Amtsgericht) of Munich HRB 257553, VAT ID DE 331 613 110, contact@listnride.com, +49 89 215 288 420 (“ListNRide”).
- 1.2** These Terms and Conditions apply to all contracts between ListNRide and persons who use the Platform (“Users”). Users who offer bicycles or accessories are “Listers”; Users who book them are “Renters”. Part B applies additionally to Listers. Part C governs the rental agreement between Lister and Renter.
- 1.3** Deviating terms of Users do not apply, even if ListNRide does not object to them.
- 1.4** A consumer is any person who enters into a legal transaction for purposes that are predominantly outside their trade, business or self-employed profession (Section 13 BGB (German Civil Code)). A trader is any person who, when entering into the contract, acts in the exercise of their trade, business or self-employed profession (Section 14 BGB).
- 1.5** The contract language is German. Translations are provided for information only; in the event of discrepancies the German version prevails, unless mandatory consumer law provides otherwise.

§ 2 Role of ListNRide

- 2.1** ListNRide arranges rental agreements for bicycles, e-bikes and accessories between Listers and Renters. ListNRide is not the owner, possessor or lessor of the bicycles offered. The rental agreement is concluded exclusively between Lister and Renter (Part C).
- 2.2** In doing so, ListNRide acts solely on behalf of the Lister: as the Lister’s agent, authorised to conclude the rental agreement and to receive the rental price in the name and for the account of the Lister (Part B § 3). ListNRide is not the Renter’s agent.
- 2.3** ListNRide’s own services to the Renter are arranging and processing the booking (service fee) as well as Basic Protection and, optionally, Protection Plus (§ 7) as ancillary services forming a non-separable part of this arrangement.

- 2.4** ListNRide checks listings on a random-sample basis but does not guarantee the accuracy of the information, the creditworthiness of the contracting parties or the performance of the rental agreement, except as provided in § 7.
- 2.5** ListNRide may have services performed by service providers, in particular payment service providers (currently Adyen and PayPal). Service providers are bound by confidentiality and data protection obligations.

§ 3 Account

- 3.1** Use of the Platform requires a free account. Bookings via the plugin on a Lister's website can be made without prior registration; an account is created in the process.
- 3.2** Accounts may only be created by persons aged 18 or over with full legal capacity and by legal entities through a duly authorised representative. One account is permitted per person.
- 3.3** The information in the account must be true, complete and up to date. Login details must be kept secret. If misuse is suspected, the password must be changed immediately and ListNRide must be informed. The User is liable for use by third parties for which the User is responsible.

§ 4 Booking and conclusion of contract

- 4.1** A listing is not an offer but an invitation to submit an offer.
- 4.2** Before submitting, the Renter sees an overview showing the bicycle, period, rental price, service fee, protection fee for Basic Protection, selected extras and total price, and can correct input errors. By clicking "Book with obligation to pay" the Renter submits a binding offer to conclude the rental agreement and the agreement for ListNRide's services.
- 4.3** Booking request: the rental agreement is concluded when the Lister accepts the request. If the Lister does not accept within the period displayed, the request lapses; any authorisation hold on the amount is released.
- 4.4** Instant Booking: if a bicycle is marked as available for Instant Booking, ListNRide accepts the offer immediately in the name of the Lister.
- 4.5** When the rental agreement is concluded, the contract for ListNRide's services (arrangement, Basic Protection and, where applicable, Protection Plus) is also concluded. Both parties receive a confirmation by e-mail; booking details, invoices and the protection confirmation are available in the account.
- 4.6** Class booking: if the Renter books a bicycle of a particular class and size rather than a specific model, ListNRide arranges the booking with a verified Lister nearby. The contracting party is the Lister who accepts. If no Lister accepts within the stated period, the authorisation hold is released and no costs are incurred.

§ 5 Prices and payment

- 5.1** All prices for consumers are final prices including VAT. The total price consists of the rental price (service of the Lister), the service fee (service of ListNRide), the protection fee for Basic Protection (service of ListNRide, which cannot be deselected where the bicycle is rented within the EEA) and selected extras such as Protection Plus or delivery.
- 5.2** The protection fee depends on the bike value entered by the Lister and on the rental period. Protection Plus costs €4 per rental day and booking.
- 5.3** The Renter pays the total price to ListNRide. ListNRide receives the rental portion in the name and for the account of the Lister; payment to ListNRide discharges the Renter's obligation to pay the rental price. For a booking request, the amount is initially only authorised (held) and is collected upon acceptance; for an Instant Booking, it is collected immediately.
- 5.4** The available payment methods are those shown during checkout. The costs of a chargeback for which the Renter is responsible are borne by the Renter.

- 5.5** A deposit is charged exclusively by the Lister directly to the Renter, and only if it is stated in the listing (Part C § 4). ListNRide does not manage deposits.

§ 6 Cancellation

- 6.1** The Renter may cancel a confirmed booking in the account up until the start of the rental. The refund depends on the time remaining until the start of the rental (local time at the pick-up location):

Time until start of rental	Refund
72 hours or more	full amount paid, including service fee, protection fee and extras
48 to 72 hours	75% of the rental price
24 to 48 hours	50% of the rental price
8 to 24 hours	25% of the rental price
less than 8 hours	no refund of the rental price
after start of rental	none

- 6.2** In the event of cancellation less than 72 hours before the start of the rental, the service fee, protection fee and Protection Plus are not refunded; delivery and other extras provided by the Lister are refunded in full. Refunds are made to the original means of payment.
- 6.3** If the Lister cancels a confirmed booking or is unable to provide the bicycle in accordance with the contract, the Renter receives a full refund of the total price.
- 6.4** If the Renter has booked Flex Cancellation, a full refund of the rental price applies up to the time stated there.
- 6.5** There is no statutory right of withdrawal for rental agreements for bicycles for a specific period (Section 312g(2) no. 9 BGB).
- 6.6** Early return does not give rise to any entitlement to a refund.

§ 7 Basic Protection and Protection Plus

- 7.1 Not insurance.** Basic Protection and Protection Plus are services provided by ListNRide as a non-separable part of the arranged booking. They are not insurance and do not create an insurance relationship. ListNRide does not offer them separately, but only together with a rental booked via the Platform.
- 7.2 Scope.** ListNRide indemnifies the Renter against the Renter's statutory liability towards the Lister, up to the amounts set out in the Annex, if during the rental period
1. the bicycle is stolen or suffers a total loss,
 2. the bicycle is technically or cosmetically damaged, including by scratches, dents or paint damage resulting from an incident during the rental, or
 3. accessories handed over by the Lister with the bicycle are lost or stolen (lock with key, battery, charger, bags, helmet, child seat and comparable items).
- 7.3 Amounts.** The amounts depend on the package and the value class of the bicycle concerned (Annex). In the case of theft and total loss, the amount is a percentage of the current value, up to the maximum amount for the class; for repairs, a fixed amount per claim; for accessories, the current value, up to the maximum amount for the class. Per bicycle and rental, ListNRide pays at most the theft amount plus the accessories amount once. If no bike value has been entered, the class up to €5,000 applies with a bike value of €1,000. The value class and the amounts are shown during checkout before booking and in the protection confirmation thereafter.

- 7.4 Payment to the Lister.** ListNRide fulfils the indemnification by paying the amount directly to the Lister. The Lister's claim against the Renter is extinguished to that extent. The Renter bears any damage exceeding this amount in accordance with the statutory provisions and Part C.
- 7.5 Conditions.** ListNRide pays only if
1. in the case of theft, the bicycle was locked to a firmly anchored object and the Renter reported the theft to the police within 24 hours,
 2. the damage or loss is reported in the booking on the Platform within 24 hours of becoming aware of it, by the Renter or, at the latest 48 hours after return, by the Lister,
 3. photos, in the case of theft the police report, and on request an invoice or cost estimate are provided, and
 4. accessories were listed in the listing or photographed at handover.
- 7.6 Exclusions.** ListNRide does not pay in the case of
1. normal wear and tear and signs of use, in particular on tyres, inner tubes, brake pads and chain; flat tyres are deemed wear and tear,
 2. intent or gross negligence, in particular if the bicycle was not locked, the key was left in the lock, the battery or bags were left unattended on the bicycle overnight, or when riding under the influence of alcohol or drugs,
 3. use contrary to the rental agreement, for example in races, subletting or handing the bicycle over to third parties,
 4. injury to persons, damage to third-party property or to the Renter's own property, as well as consequential damage, loss of use and diminution in value,
 5. rentals outside the European Economic Area.
- 7.7 Decision.** ListNRide examines each case and decides at its reasonable discretion on the basis of the information and evidence provided. ListNRide responds within 2 business days, or within 1 business day for Protection Plus, after receipt of the complete report. Recourse to the courts against the decision remains unaffected.
- 7.8 Protection Plus** doubles all Basic Protection amounts and gives reports priority. In all other respects the same terms apply.
- 7.9 False information.** Anyone who intentionally provides false information loses the claim for that case; amounts already paid must be repaid.
- 7.10 Recourse.** If a third party compensates the damage, in particular the party causing the damage or the Renter's or Lister's own insurance, ListNRide may reclaim the amount paid to that extent. Claims against third parties pass to ListNRide in the amount of the payment; Renter and Lister cooperate in enforcing them.
- 7.11 Existing bookings.** For bookings made before this version took effect with an insurance product of a third party, and whose rental period ends thereafter, Protection Plus applies at no extra charge. The Renter may cancel such bookings free of charge up until the start of the rental.

§ 8 Content and use of the Platform

- 8.1** Users are solely responsible for their content (listings, photos, messages, reviews). Content must not infringe the rights of third parties, must not be offensive, discriminatory or misleading and must not contain contact details intended to circumvent the Platform.
- 8.2** The following are prohibited in particular: arranging bookings outside the Platform that were first initiated via the Platform; automated access (bots, scrapers); interference with the security of the systems; multiple accounts.
- 8.3** Users grant ListNRide a non-exclusive, royalty-free, transferable right, unlimited in time and territory, to use, edit (for example crop or translate) and make publicly available their content for the operation and

promotion of the Platform, including on partner sites. The right ends when the content is deleted, except for promotional materials and reviews already created.

- 8.4** ListNRide may remove content and suspend accounts that violate these Terms and Conditions or applicable law. ListNRide informs the User of the reasons where required by law (Art. 17 DSA).
- 8.5** The User indemnifies ListNRide against claims by third parties based on the User's content or on a breach of duty for which the User is responsible, including reasonable costs of legal defence.

§ 9 Reviews

- 9.1** After the end of the rental, Renter and Lister may review each other. Reviews must be truthful and relate to the specific rental.
- 9.2** Reviews can only be submitted by Users who booked or carried out the rental via the Platform. ListNRide verifies this via the booking. Reviews are not solicited or improved in return for payment (Section 5b(3) UWG (German Act against Unfair Competition)).
- 9.3** ListNRide may remove reviews that violate § 8.1 or that do not relate to the rental.

§ 10 Liability of ListNRide

- 10.1** ListNRide is liable without limitation for intent and gross negligence, for injury to life, body or health, under the Product Liability Act (Produkthaftungsgesetz) and within the scope of any guarantee assumed.
- 10.2** In the case of slight negligence, ListNRide is liable only for breach of an essential contractual obligation, i.e. one whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the User may regularly rely, limited to the foreseeable damage typical for the contract.
- 10.3** Otherwise, liability is excluded. ListNRide is not liable for the performance of the rental agreement by the Lister or the Renter; § 7 remains unaffected.
- 10.4** The Platform is available within the limits of what is technically possible. Maintenance, faults and force majeure may lead to interruptions.

§ 11 Term and termination

- 11.1** The user agreement runs for an indefinite period. The User may terminate it at any time in the account or by e-mail. ListNRide may terminate it by giving 30 days' notice in text form.
- 11.2** The right to extraordinary termination remains unaffected, in particular in the event of serious or repeated breaches, default in payment despite a reminder, or false information.
- 11.3** Rental agreements already concluded and payments already due remain unaffected by termination.

§ 12 Data protection and communication

- 12.1** ListNRide processes personal data in accordance with the Privacy Policy at listnride.com/privacy. To handle a claim, ListNRide discloses name, contact details and case documents to the respective other contracting party and, on request, to authorities.
- 12.2** Communications regarding the booking are sent by e-mail, in the booking chat and in the notification centre. Advertising by e-mail is sent only with consent or in accordance with Section 7(3) UWG with an option to object.

§ 13 Changes to these Terms and Conditions

- 13.1** ListNRide may amend these Terms and Conditions with effect for the future if this is necessary due to changes in the law, case law, market conditions or new features and does not unreasonably disadvantage the User. Essential contractual terms (nature and scope of the services, fees) are changed only with consent.
- 13.2** Changes are notified in text form at least six weeks before they take effect. The User may object or terminate the contract within this period. Rentals already booked are governed by the version in force at the

time of booking, except as provided in § 7.11.

§ 14 Final provisions

- 14.1** German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law applies only insofar as it does not deprive them of the protection of mandatory provisions of the law of their country of habitual residence.
- 14.2** The place of jurisdiction for merchants, legal entities under public law and special funds under public law is Munich.
- 14.3** ListNRide is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board (Section 36 VSBG (German Consumer Dispute Resolution Act)).
- 14.4** Should any provision be invalid, the remainder of the contract remains valid; the statutory provisions apply.

Part B · Terms for Listers

§ 1 Listing

- 1.1** The Lister describes each bicycle truthfully and completely, including known defects, size, equipment and accessories provided. The Lister states the bike value as the new price; this determines the protection fee and value class.
- 1.2** The Lister warrants that the Lister is the owner of the bicycle or is entitled to rent it out, that it is roadworthy and suitable for the described use, and that the Lister complies with the regulations applicable to the Lister's rental activity.
- 1.3** Commercial Listers provide the Renter with the legally required information and enter their company name, address and VAT identification number in the account. They are themselves responsible for their tax obligations.
- 1.4** The Lister keeps availability up to date. If the Lister cannot fulfil a confirmed booking, the Lister informs ListNRide and the Renter without undue delay.

§ 2 Acceptance of bookings

- 2.1** The Lister accepts booking requests in the account by clicking "Accept" or declines them. By clicking "Accept", the Lister agrees, for that booking, to the rental terms (Part C) and the Protection Terms (§ 7 Part A, Annex).
- 2.2** If the Lister activates Instant Booking, every booking is deemed accepted by the Lister. The consent under 2.1 applies to all Instant Bookings upon activation.
- 2.3** If the Lister cancels a confirmed booking without good cause attributable to the Renter, ListNRide may charge a fee of €10 and set it off against the next payout. In the event of repeated cancellations, ListNRide may pause listings.

§ 3 Powers of attorney

- 3.1** The Lister authorises ListNRide to conclude rental agreements in the Lister's name on the terms of the Lister's listing and Part C, insofar as the Lister has activated Instant Booking, and to receive booking requests.
- 3.2** The Lister authorises ListNRide to collect the rental price from the Renter in the Lister's name and for the Lister's account, to make refunds under § 6 Part A in the Lister's name and to receive amounts under § 7 Part A with effect for the Renter.
- 3.3** In doing so, ListNRide acts exclusively on behalf of the Lister.

§ 4 Fees and payout

- 4.1** A service fee payable by the Lister is charged only if agreed with the Lister; its amount is shown in the account. ListNRide issues an invoice for it.
- 4.2** After the end of the rental, ListNRide pays out the rental price, less any agreed service fee, the VAT thereon and any fees under § 2.3, to the bank account on file, in accordance with the payout settings in the account. If the Renter cancels less than 72 hours before the start of the rental, the Lister receives a share of the rental price: 20% for 48 to 72 hours, 40% for 24 to 48 hours, 60% for 8 to 24 hours and 80% for less than 8 hours before the start of the rental.
- 4.3** If the Renter reports a material defect or non-provision before the end of the rental, ListNRide may withhold the payout until the matter is resolved.
- 4.4** The protection fee and Protection Plus are ListNRide's remuneration; they are not paid out. Basic Protection costs the Lister nothing.

§ 5 Deposit

The Lister may only require a deposit if the amount, payment method and due date are stated in the listing. The Lister manages the deposit and repays it after return, less justified claims. Payments under § 7 Part A are to be credited against justified claims.

§ 6 Damage and loss

- 6.1** The Lister inspects the bicycle on return and reports damage or missing accessories within 48 hours in the booking chat, with photos and an invoice or cost estimate.
- 6.2** Accessories are only protected if they were listed in the listing or photographed at handover.
- 6.3** ListNRide pays the Lister the amounts under § 7 Part A and the Annex with effect for the Renter. The Lister asserts any damage exceeding these amounts against the Renter itself; for this purpose, ListNRide provides the Lister with contact details, photos and any existing police report.
- 6.4** Benefits from the Lister's own insurance take precedence; to that extent § 7:10 Part A applies.
- 6.5** ListNRide does not bear loss of use, diminution in value, expert appraisal costs or consequential damage.

Part C · Rental Terms between Lister and Renter

These terms are provided by the Lister. ListNRide is not a party to the rental agreement.

§ 1 Subject matter and term

- 1.1** The subject matter is the rental of the bicycle described in the listing, with the accessories stated there, for the booked period.
- 1.2** The rental begins with handover and ends with return at the booked time at the agreed place. Section 545 BGB (tacit extension) does not apply.

§ 2 Handover

- 2.1** The Renter provides identification at pick-up. The Lister may refuse handover if the Renter is evidently unfit to ride or cannot provide identification; the total price is then treated in accordance with § 6 Part A.
- 2.2** Both parties inspect the bicycle and accessories at handover. Existing damage and the accessories provided should be recorded with photos in the booking chat.
- 2.3** The Lister hands over a suitable lock, unless otherwise stated in the listing.

§ 3 Obligations of the Renter

- 3.1** The Renter uses the bicycle with care and for its intended purpose, observes traffic rules and does not ride under the influence of alcohol or drugs.
- 3.2** The Renter does not hand the bicycle over to any third party, does not sublet it and does not take part in races, unless the listing permits this.
- 3.3** Whenever parking the bicycle, the Renter locks it by the frame to a firmly anchored object and, overnight, keeps it in a locked room where possible. When parking overnight, the Renter takes the battery, charger and bags with them.
- 3.4** The Renter reports defects, damage, loss and theft without undue delay, at the latest within 24 hours, in the booking. In the event of theft, the Renter reports it to the police within 24 hours. The Renter carries out repairs only with the Lister's consent.

§ 4 Deposit

If a deposit is stated in the listing, the Renter pays it at handover by the method stated there. The Lister repays it after return, insofar as there are no justified claims.

§ 5 Liability of the Renter

- 5.1** The Renter is liable in accordance with the statutory provisions for damage to, loss and theft of the bicycle and accessories during the rental period, up to a maximum of the current value. The Renter is not liable for normal wear and tear.
- 5.2** Payments by ListNRide under § 7 Part A (Basic Protection, Protection Plus) are credited against this liability. The Lister claims only the remaining amount from the Renter.
- 5.3** The Renter indemnifies the Lister against claims by third parties based on improper use for which the Renter is responsible.

§ 6 Return

- 6.1** The Renter returns the bicycle and accessories at the agreed time and place in the condition in which they were received, apart from normal wear and tear.
- 6.2** In the event of late return, the Renter owes the daily rental price stated in the listing for each day or part thereof; the right to claim further damages is reserved.

§ 7 Liability of the Lister

- 7.1** The Lister is liable without limitation for intent and gross negligence, for injury to life, body or health and for fraudulently concealed defects.
- 7.2** In the case of slight negligence, the Lister is liable only for breach of essential contractual obligations, limited to the foreseeable damage typical for the contract. Strict (no-fault) liability for defects existing at the time the contract is concluded (Section 536a(1) alt. 1 BGB) is excluded, except in the case of injury to life, body or health.

§ 8 Final provisions

German law applies; § 14 Part A applies accordingly. Disputes arising from the rental agreement are settled between Lister and Renter; ListNRide mediates on request.

Annex · Protection amounts per bicycle and claim

ListNRide pays the amount; the Renter bears the remainder in accordance with statutory liability. Protection Plus doubles each amount.

Bike value	Theft / total loss Basic	Theft / total loss Plus	Repair Basic	Repair Plus	Accessories Basic	Accessories Plus
up to €5,000	20%, max. €1,000	40%, max. €2,000	€100	€200	up to €50	up to €100
€5,001 to €10,000	20%, max. €1,250	40%, max. €2,500	€150	€300	up to €75	up to €150
€10,001 to €15,000	20%, max. €1,500	40%, max. €3,000	€200	€400	up to €100	up to €200

Percentage of the bicycle's current value. Repair as a fixed amount per claim, up to the actual repair costs.
Accessories at current value, up to the stated amount.