

Regulations on Management of the Bicycle Sharing and Rental System CK-Bike of National Cheng Kung University

Reviewed and approved at the meeting of the Campus Traffic Management Committee on January 30, 2018 in the
2017 academic year
Approved by the President on February 27, 2018

- I. National Cheng Kung University (hereinafter referred to as NCKU) establishes these Regulations to manage the Bicycle Sharing and Rental System CK-Bike (hereinafter referred to as the "System") effectively.
- II. The System belongs to NCKU and provides a bicycle sharing and automatic rental service that allows renting a bicycle in a place and returning it in another place. Any application for or use of the System will be deemed as having read, understood, and agreed to accept the provisions of the Regulations.
- III. The terms used in the Regulations have the following definitions:
 - (1) Member: The current faculty and all the current students of NCKU who have been recorded in the Registrar Division and Personnel Office.
 1. No special registration is needed for the current staff members and students who have digital ID cards and digital student ID cards, respectively.
 2. The exchange students or the current staff members who do not have digital ID cards shall register in the service center of the unit that manages the System (hereinafter referred to as the "Service Center") with identity certificate issued by the responsible department of NCKU.
 3. Registration can be performed with a credit card at the service information kiosk of any rental station to use the System's service.
 - (2) User: Any person who finishes the registration and certification and uses the System's service.
 - (3) Definition of bicycle: The System's bicycles are classified into CK-Bike Brand and CK-Bike Environment. The scope of each bicycle is described below:
 1. CK-Bike Brand: means the bicycles with the same specifications and purchased by NCKU from an own brand manufacturer.
 2. CK-Bike Environment: means the collected bicycles whose owners are unknown or the bicycles that NCKU purchases at a lower cost to materialize the ideal of environmental protection and recycling of resources. These bicycles have been repaired or modified before provided for use.
- IV. The obligation of the user to register and the protection of the privacy are described below:
 - (1) The user agrees on the following in order to use the System's service:
 1. Provide the correct, latest, and complete personal information needed for the registration when registering for the service.
 2. Maintain and update the personal information of the user to ensure its correctness, latest status, and completeness. Contact the Service Center right after the personal information of the user is changed, any faculty's ID card, student ID card or credit card is stolen, or any other concerns about safety occur.
 3. No stealing, fraud, or other improper approaches are allowed to acquire or use the information of others. Where the user provides any erroneous, fraudulent, incomplete, or obsolete information, use of the System may be suspended or

terminated and access of the user to all or part of the System's service may be refused.

- (2) Protection of privacy: The information about the registration of the user for the membership and other specific data shall be vested in NCKU and protected and governed in accordance with the "Personal Information Protection Act". When using the System's service, the user agrees that the personal information of the user may be, within a reasonable range, collected and used legally in accordance with the "Personal Information Protection Act", including the System, NCKU Account Settlement System, electronic stored value card, and the transmission and storage between credit card issuing companies.
- (3) Obligation to use electronic stored value cards: After carrying out the registration procedure for the System's service, the applicant shall maintain the confidentiality and safety of his/her electronic stored value card and e-wallet. The user agrees on the following terms and conditions:
 1. No stealing, fraud, or other improper approaches are allowed to acquire electronic stored value cards.
 2. The user shall contact the Service Center right after his/her electronic stored value card or e-wallet is stolen or any other problems of safety occur.
 3. When parking the shared bicycle in the parking area of the System every time after the ride, confirm the return and make the payment with the card.
- (4) Protection of children and teenagers: As the Civil Code specifies, a user who has no capacity to make juridical acts or is a minor shall, in addition to compliance with the previous paragraphs, read, understand, and agree on all the provisions of the Regulations together with his/her guardian before the user is allowed to use or continue using the System's service. When the user uses the System's service, the guardian of the user is presumed to have read, understood, and agreed on the provisions of the Regulations.

V. Instructions on use of the service and riding:

- (1) The user fully understands that the purpose of the registration is to apply for use of the System's service rather than guarantee its availability. The System's service is provided as a public facility. Since the space of a single rental station is restricted with limited bicycles available, no guarantee is granted to ensure that the user can always rent or return the bicycle. In this case, the user is requested to rent or return the bicycle at another rental station.
- (2) The user is not allowed to use the System's service for any illegal purposes or in any illegal manner. The user undertakes to observe the "Road Traffic and Safety Regulations", and the "Road Traffic Management and Penalty Act". The user agrees and guarantees not to use the System's service to commit any infringement on the rights and interests of others or engage in any illegal conduct.
- (3) Subject to the design of the bicycle, the System's service is only provided to users who are more than 140cm and less than 190 cm in height.
- (4) User who cannot return the bicycle on time shall contact the Service Center at their own initiative. Where the user does not return the bicycle 24 hours after enabling and starting the rental of the bicycle, the Service Center will contact the user by email and, if appropriate, contact the police department to assist with the investigation. In case the bicycle is lost, the user shall contact the Service Center immediately and report it to the nearby police. The user shall submit the reporting certificate to the Service Center to stop calculating the rental time.

- (5) Payment of damages is not required provisionally if the user reports the loss to the police and acquires the reporting certificate. In the event that the bicycle is not recovered after 3 months and the loss is attributable to the user, the user is responsible for damage compensation to the amount of NT\$ (the same below-) 10,000 (CK-Bike Brand) or 2,000 (CK-Bike_Environment) per bicycle. The bicycle shall be deemed not returned beyond the due date if the loss is not reported to the police. The Service Center will contact the user and ask the user to return the bicycle as soon as possible. If the bicycle is not returned nevertheless, an investigation shall be carried out for responsibility pursuant to the relevant laws and regulations.
- (6) The user holds the digital ID card that has been registered and takes the bicycle by scanning and inducing the card at a bicycle sharing and automatic rental station. One user can only register for one card. When parking the bicycle at a bicycle sharing and automatic rental station every time after the ride, confirm the return and scan the electronic stored value card to ensure finishing the rental and return procedures.
- (7) The System's shared bicycles are provided only for one rider and shall not be used with a passenger or for transport of contraband, dangerous or dirty goods, or any objects that may contaminate the shared bicycle easily, or animals that are not suitable for transport with bicycles, or such objects that may affect the riding.
- (8) The user shall pay any fines for any violation of the "Road Traffic and Safety Rules" and the "Road Traffic Management and Penalty Act" occurring when the user is using the bicycle. In case the bicycle is detained, the user shall pay the rent for the period from the date of detention to the date of notification when the bicycle can be taken back.
- (9) In case of a fender bender or damage, the user shall immediately report it to the police and notify the Service Center to take further actions except in circumstances not attributable to the user. The user shall take full responsibility for the towing and repair fees, the rent during repair of the shared bicycle, the depreciation cost, and all the damages to any affected third party deriving from the factors attributable to the user.
- (10) The user shall take care of and protect the System's shared bicycles with the due care of a good administrator and shall not engage in any selling, pledging, or pawning conduct. Where the bicycle is damaged or stolen in circumstances attributable to the user, in addition to reporting it to the police for assistance with the investigation, the ownership of the damaged or recovered bicycle shall be vested in NCKU.
- (11) The System provides public liability insurance with a coverage of the area at and around the rental station. No personal accident insurance is provided and the user shall take it out by himself/herself if needed.
- (12) All the matters not covered by the Regulations shall be subject to the relevant laws and regulations.
- (13) As specified in Article 4, Subparagraph 3 of the Regulations Governing the Use of Uniform Invoices, the passenger fare income of taxi operators or of other transport businesses may be exempted from the use or issuance of uniform invoices. To check the record of consumption, please go to the service information kiosk at any rental station.

VI. The rental rate and charging standard of the System are described below:

- (1) The bicycle is used free of charge for 1 hour every time after renting it using the digital faculty or student card. Where the bicycle is not returned beyond the period of exemption, a payment will be deducted from the electronic stored value card to

the amount of 5 dollars every 30 minutes after such period. The time less than 30 minutes will be calculated as 30 -minutes.

- (2) Where the bicycle is rented using a credit card, 10 dollars will be charged every 30 minutes and the time less than 30 minutes will be calculated as 30 minutes. The payment will be deducted by scanning the credit card after the transaction is completed.
- (3) The rental rate of the System will be announced separately for the period of trial run or any special event.

VII. Change, termination, suspension, or discontinuation of the service:

- (1) The System's service may be terminated in the circumstances where the System is not used for a specific period of time, the court or government agency gives an order, the user makes a request, the System's service cannot be continued or is changed, unexpected technique or safety factors or problems occur, the user uses the System's service illegally or does not pay the fee, or other violations against any provision of the Regulations. The System may, at its own discretion, terminate the service or any part of the System at any time with or without prior notice. The user agrees that the System's service provided pursuant to any provision of the regulations governing the management of the System service may be terminated without prior notice. The user acknowledges and agrees that the System may close or erase the registration of the user and terminate the use of the System's service directly. In addition, the user agrees that the System does not bear any responsibility to the user or any third party in case the use of the System's service is terminated.
- (2) The user agrees not to assign the electronic stored value card and account that the user registered to any third party, and the account of the user, including any and all the rights that the user registered in the System, will be terminated as from the date on which a notice is received from the user, his/her agent or designated person, the police, procurator or investigation office requests to stop using the System's service, the user has not used the System's service for more than 2 consecutive years, or at the time of death indicated on the death certification document of a user that the System acquires. In this case, the System may erase the information and transaction records related to the account.
- (3) Where the user provides any erroneous, fraudulent, incomplete or obsolete information, use of the System may be suspended or terminated and access of the user to all or part of the System's service may be refused.

VIII. Advertisement:

All the advertisements, texts, and picture descriptions, demonstrated samples or other sales information that the user reads in the System's service are designed and offered by the respective advertising agencies and product and service providers and are published with NCKU's approval. However, the user shall consider and judge the correctness and the credibility of the advertisement carefully and NCKU is not responsible for any compensation in case the user sustains any damage in use of the advertisement.

IX. Disclaimer

- (1) The user explicitly understands and agrees that NCKU does not provide any guarantee, whether express or implied, for the System's service. The System's service is provided on an "as is" and "as available" basis and the user shall assume the related risks when using the System's service. The System does not guarantee the following:
 1. The System's service meets the requirements of the user. The System's service is not interrupted or is provided in time and in a safe and reliable manner.

2. The System's service does not have errors.
 3. The result from using the System's service is correct or reliable.
 4. No advice or information that the user acquires from the System's service, whether written or oral, constitutes a guarantee for the System's service.
- (2) Except for force majeure (including natural disasters and factors attributable to the telecom service provider), the System will publish an announcement of interruption or power outage in advance. For a bicycle returned during an interruption or power outage, the rental is calculated until the time when the interruption of the System or power outage occurs. However, NCKU does not take any responsibility for the compensation in case of any damage that the user incurs due to use or unavailability of the System's service.
- X. Supplementation or amendment of the Regulations: NCKU may amend or change any provisions of the Regulations at any time. The user shall pay attention to the notice in the campus from time to time. A user who uses the System's service after the announcement shall be deemed as having read, understood, and agreed to accept the contents of the amendment. A user who does not agree on any provision of the Regulations shall stop using the System's service.
- XI. The Regulations and any amendments thereto shall take effect upon adoption at the meeting of the Campus Traffic Management Committee and approval from the President.