

# Locky Dock Terms and Conditions

Big Street Bikers Ltd, trading as “Locky Dock” (hereinafter referred to as “Locky Dock”, “we”, “us” or “our”) operates a platform that helps people book and use bike parking around New Zealand on our bike locking and charging stations, whether through RFID cards, our website or the Bikeep mobile applications (“Platform”).

These terms and conditions are intended to inform you about our general policies when using the Locky Dock stations. If you do not agree to any part of these Terms and Conditions, then we cannot provide the Platform to you, and you should stop accessing the Platform and deactivate your accounts. You can find out more about how to deactivate your accounts within each app or by emailing us at [hello@lockydock.com](mailto:hello@lockydock.com)

## 1. General User Terms

- General Terms and Conditions apply when using Services provided by Locky Dock
- The “Service/s” is using Locky Dock stations and the Bikeep App provided by Locky Dock and Bikeep OÜ (Bikeep) for parking bikes.
- “Parking session” is the time the bike is parked safely in Locky Dock stations.
- “User” is the person who uses the Service provided by Locky Dock
- Based on this Agreement, Locky Dock grants the User the right to use the Services provided.
- Locky Dock provide a parking and charging service for cyclists who wish to park their bikes in a Locky Dock. This Service can be accessed using the Bikeep app or by using an RFID card supplied by Locky Dock or a local property partner.
- Locky Dock offers safe parking for bikes and does not assume responsibility for abandoned vehicles in a Locky Dock.
- Users agree to assume all risks associated with the loss, theft, or damage of their bike and any of its parts/accessories while utilizing Big Street Bikers’ facilities, acknowledging that Big Street Bikers is not responsible for safeguarding bikes or their components against potential theft or damage. By availing themselves of Big Street Bikers’ services, Users release Bikeep from any claims, damages, liabilities, costs, and expenses arising from the theft or damage of any bike, part, or accessory thereof.
- Locky Dock provides Services via RFID/NFC card and via Mobile Application (Bikeep), and other ways.
- In addition to the Terms and Conditions, legal relations arising from this Agreement shall be governed by New Zealand law.
- Use of a third-party RFID card is at the user’s own risk and responsibility to follow the card issuer’s terms and conditions.

## 2. Use of the Bikeep Mobile App

- The Bikeep app is software enabling Users who require a Locky Dock service to find and use a suitable Locky Dock location.

- Use of the Bikeep app requires installation of the Bikeep app and registration of a User account. In order to use the Service via the Bikeep app, the User must download and launch the mobile app, submit requested information, and start the Service. During the installation of the Bikeep app, the User is linked to the respective User account and added to the app database.

### **3. By registering an account, a user shall accept the following conditions.**

- Locky Dock shall have the right to add the personal data of the app User to Locky Dock's database and to forward the personal data in accordance with Locky Dock's Privacy Policy.
- Locky Dock shall have the right to make unilateral amendments to the Terms and Conditions and Privacy Policy, and to relinquish the database to third parties when reasonable. Locky Dock shall notify Users of changes to the Terms and Conditions and Privacy Policy.
- To provide the Service, Bikeep and Locky Dock need to process the User's personal data. When downloading and launching the mobile application for the first time, the User confirms that they are familiar with the terms of processing personal data of Bikeep and Locky Dock. Consent can be withdrawn. In the case of withdrawal of consent, Locky Dock has the right to suspend the provision of the Service.

### **4. Parking Conditions**

- The parking time begins when the User activates the beginning of a parking session.
- The parking time ends when the User notifies the end of the parking session via the same method as having started the session.
- The maximum suggested time for parking in a Locky Dock is 72 hours.
- At select stations, the User can reserve a dock in a Locky Dock Station. This ability to reserve is specific to each station, and the reservation time and information is shown in the Bikeep app.
- Locky Dock and Locky Dock's partners have the right to remove a bike that has been in the Locky Dock for more than 7 days. The User has the right to request another 7-day extension by contacting [hello@lockydock.com](mailto:hello@lockydock.com), any further extensions are at Locky Docks discretion.
- Suggested use of the Locky Dock stations is during daylight hours; the user accepts additional risk associated with night parking. Locky Dock accepts no responsibility for bikes parked in our docks, with users parking at their own risk.

### **5. Good Practice of using the Bikeep App and Locky Docks**

- We expect that the Users of the Service act in good faith and are respectful of the Locky Docks.
- Please use Locky Docks only for parking a bike that is compatible with the Locky Dock station dimensions.
- Locky Docks is committed to the improvement of the quality of services. For this reason, from time to time, we may ask Users to fill out a feedback form in the Locky Dock app.

## **5. Unauthorised Use of Charging Facilities**

- The charging facilities provided as part of the Locky Dock service are intended solely for the charging of approved micromobility devices, including e-bikes, scooters, skate boards and other devices expressly authorised by Locky Dock.
- Users must not connect, charge, or draw power for any other purpose, including, but not limited to, motor vehicles, campervans, caravans, motorhomes, trailers, generators, household appliances, commercial equipment, or personal electronic devices not associated with an approved micromobility device.
- Where Locky Dock reasonably determines that a User has used the charging facilities for an unauthorised purpose, Locky Dock may charge:
  - (a) An administration fee of up to NZD \$250 where investigation, enforcement, repair, site attendance or recovery action is required.
  - (b) Any electricity costs, damages, losses or third-party charges arising from the unauthorised use.

**Any queries can be sent to our support team via email: [hello@lockydock.com](mailto:hello@lockydock.com),  
and for anything urgent, contact us via 0800 11 55 99**

# Locky Dock User Privacy Policy

Big Street Bikers (hereinafter referred to as “Big Street Bikers”, “we”, “us” or “our”) operates a platform that helps people book and use bike parking around New Zealand, whether through our website or the Bikeep mobile applications (“Platform”). Big Street Bikers refers to Big Street Bikers Limited (a New Zealand Registered Business).

This Privacy Policy is intended to inform you about how we treat Personal Information that we process about you. If you do not agree to any part of this Privacy Policy, then we cannot provide the Platform to you, and you should stop accessing the Platform and deactivate your accounts.

You can find out more about how to deactivate your accounts within each app or by emailing us to [hq@bigstreetbikers.com](mailto:hq@bigstreetbikers.com)

## Definitions

Where the definition of a term does not appear in this Privacy Policy (such as “Listing”, “Content” etc.), it shall be given its definition as outlined in our Terms of Service.

“**Aggregated Information**” means information about all of our users or specific groups or categories of users that we combine together and which does not include the users’ Personal Information.

“**Data Controller**” means Big Street Bikers, the company responsible for the use of and processing of Personal Information.

“**Personal Information**” means information relating to a living individual who is or can be identified either from that information or from that information in conjunction with other information that is in, or is likely to come into, the possession of the Data Controller.

## What types of information does Big Street Bikers gather about its Locky Dock users?

### 1. Information that you give us

We receive, store and process information that you make available to us when accessing or using our Platform. We may collect Personal Information (information that can be used to identify you as an individual) such as your name, email, telephone number, home address, demographic information (such as zip code, age), or payment information (such as account or credit card number). The types of Personal Information we collect may vary depending on your use of the features of the Platform. Examples include when you:

1. Fill in any form on the Platform, such as when you register or update the details of your user account.
2. Access or use the Platform, such as to search for Locky Dock locations, make or accept bookings, pay for parking or pay for any associated services that may be available, post comments or reviews, or communicate with other users.
3. Link your account on a third party site (e.g. Facebook or Google) to your Bikeep account, in which case we will obtain the Personal Information that you have provided to the third party site, to the extent allowed by your settings with the third party site and authorised by you.

4. Communicate with Big Street Bikers. We do not track personal data on the platform. Instead, we only use anonymised and aggregated data (usage patterns) for the purpose of improving the product.

## **2. Mobile data**

When you use certain features of the Platform, in particular our mobile applications we may receive, store and process different types of information about your location, including general information (e.g., IP address, post or zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Platform or specific features of the platform). If you access the Platform through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

## **3. Log data**

We may also receive, store and process Log Data, which is information that is automatically recorded by our servers whenever you access or use the Platform, regardless of whether you are registered with Big Street Bikers or logged in to your Bikeep account, such as your IP Address, the date and time you access or use the Platform, the hardware and software you are using, referring and exit pages and URLs, the number of clicks, pages viewed and the order of those pages, and the amount of time spent on particular pages.

## **4. Cookies, and other tracking technologies**

Big Street Bikers uses cookies and other similar technologies on the Platform. We may also allow our business partners to use their cookies and other tracking technologies on the Platform. As a result, when you access or use the Platform, you will provide or make available certain information to us and to our business partners.

We track your activities if you click on advertisements for Big Street Bikers services on third party platforms such as search engines and social networks, and may use analytics to track what you do in response to those advertisements.

We may, either directly or through third party companies and individuals we engage to provide services to us, also continue to track your behaviour on our own Platform for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access the Platform and pay for your activities on the Platform.

We may also, either directly or through third party companies and individuals we engage to provide services to us, track your behaviour on our own Platform to market and advertise our services to you on the Platform and third party websites. Third parties that use cookies and other tracking technologies to deliver targeted advertisements on our Platform and/or third party websites may offer you a way to prevent such targeted advertisements by opting-out at the websites of industry groups such as the Network Advertising Initiative and/or the Digital Advertising Alliance. You may also be able to control advertising cookies provided by publishers, for example Google's Ad Preference Manager. Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on the Platform – it just will not be tailored to your interests.

Third parties may not collect information about users' online activities on the Platform except as described in this policy.

## **5. Third-party social plugins**

Our Platform may use social plugins which are provided and operated by third-party companies, such as

Facebook's Like Button.

As a result of this, you may send to the third-party company the information that you are viewing on a certain part of our Platform. If you are not logged into your account with the third-party company, then the third party may not know your identity. If you are logged into your account with the third-party company, then the third party may be able to link information about your visit to our Platform to your account with them. Similarly, your interactions with the social plugin may be recorded by the third party.

Please refer to the third party's privacy policy to find out more about its data practices, such as what data is collected about you and how the third party uses such data.

## **6. Security video material**

Big Street Bikers uses video cameras for the protection of assets (Locky Docks and our user's assets). Recordings are only for legitimate interest and only Big Street Bikers employees or contractors may have access. Any security recordings are only stored for a maximum on one month.

Big Street Bikers is not allowed to release this footage to the general public as this is in breach of the Privacy Act 2020.

## **7. Third party video suppliers**

Big Street Bikers believe in consumer privacy. Any third party software employs anonymised pedestrian detection software, not facial recognition technologies. Audience data is generated from aggregate measurements of passers-by: think of it as a "smart turnstile".

Our software never collects any information that is uniquely associated to an individual; demographics are assessed purely from visual cues. All video processing is performed locally in real time so that no image needs to be recorded or transmitted. We will only store anonymous "metadata" that describes the size and the demographics of an audience.

We don't store any uniquely identifiable data, any image or video. Our algorithm processes video stream on the fly, all data is processed locally in real time, For each detected watcher the software may estimate basic crowd demographics, attention time and pedestrian footfall.

All third party software is privacy protecting and complies with the requirements imposed by the General Data Protection Regulation (GDPR).

## **How Big Street Bikers uses the information that you make available**

1. To enable you to access and use the Platform;
2. To operate, protect, improve and optimise the Platform, Big Street Biker's business, and our users' experience, such as to perform analytics, conduct research, and for advertising and marketing;
3. To help create and maintain a trusted and safer environment on the Platform, such as fraud detection and prevention, conducting investigations and risk assessments, verifying the address of your carpark listings, verifying any identifications provided by you, and conducting checks against databases such as public government databases;
4. To send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
5. Where we have your consent, to send you marketing and promotional messages and other

information that may be of interest to you, including information sent on behalf of our business partners that we think you may find interesting. You will be able to unsubscribe or opt-out from receiving these communications in your settings (in the "Account" section) when you login to your Big Street Bikers account;

6. To administer rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by Big Street Bikers or our business partners; and
7. To comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties.
8. To assist you if you have any problems with a Locky Dock.

## **How Big Street Bikers uses and processes user communications**

We may review, scan, or analyse your communications with other users exchanged via the Platform for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research and customer support purposes. We may also scan, review or analyse messages for research and product development purposes to help make search, booking and user communications more efficient and effective, as well as to debug product offerings.

We will not review, scan, or analyse your communications for sending third party marketing messages to you. We will also not sell these reviews or analyses of communications to third parties. We will also use automated methods to carry out these reviews or analyses where reasonably possible. However, from time to time we may have to manually review some communications. By using the Platform, you consent that Big Street Bikers, in its sole discretion, may review, scan, analyse, and store your communications, whether done manually or through automated means.

The rights to use and analyse customer information (including for marketing offers) is restricted to Big Street Bikers. A host is not given the explicit right to analyse customer information unless that customer is accessing a Locky Dock in which case customer data is shared with the host for the purpose of research, analytics and reporting.

## **When Big Street Bikers discloses or shares personal information and to whom**

**IMPORTANT:** When you use the Platform, your data may be sent to the European Union. The EU has the most secure privacy policy in the world with its General Data Protection Regulation.

We may transfer, store, use and process your information, including any Personal Information, to countries inside of the European Economic Area ("EEA"). Please note that laws vary from jurisdiction to jurisdiction, and so the privacy laws applicable to the places where your information is transferred to or stored, used or processed in, may be different from the privacy laws applicable to the place where you are resident.

### **Your personal information may be disclosed as follows:**

1. Parts of your profile that contain some Personal Information may be displayed in other parts of the Platform to other users for marketing purposes.
2. When you submit a request to book a Locky Dock or start parking, some of your details will become visible to Big Street Bikers. You agree to be contacted by the Big Street Bikers by phone, email or via the platform when submitting your request and the Host (or Big Street

Bikers) decides to do so. We will not share your phone number unless you have granted specific permission, on case by case basis.

3. You may link your account on a third party social networking site to your Big Street Bikers account. We refer to a person's contacts on these third party sites as "Friends". When you create this linkage:
4. We may allow our related entities such as our subsidiaries, and their employees, to use and process your Personal Information in the same way and to the same extent that we are permitted to under this Privacy Policy. These related entities comply with the same obligations that we have to protect your Personal Information under this Privacy Policy.
5. We may also engage third party companies and individuals, who may be located outside of New Zealand, to provide services to us, including services to help verify your identification or to conduct checks against databases such as public government databases (where legally allowed). We may provide Personal Information about you to these third parties, or give them access to this Personal Information, for the limited purpose of allowing them to provide these services. We will ensure that such third parties have contractual obligations to protect this Personal Information and to not use it for unrelated purposes.
6. You acknowledge, consent and agree that Big Street Bikers may access, preserve and disclose your account information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to **(a)** respond to claims asserted against Big Street Bikers; **(b)** to comply with legal process (for example, subpoenas and warrants); **(c)** to enforce and administer our agreements with users, such as the Terms of Service; **(d)** for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; or **(e)** to protect the rights, property or personal safety of Big Street Bikers, its users or members of the public. We will use commercially reasonable efforts to notify users about law enforcement requests for their data unless prohibited by law or by the government request, or if doing so would be futile or ineffective.
7. We may also publish, disclose and use Aggregated Information and non-personal information for industry analysis, demographic profiling, marketing and advertising, and other business purposes.

## **Keeping your personal information secure**

We have implemented reasonable administrative, technical, and physical security measures to protect your Personal Information against the unauthorised access, destruction or alteration of your information. However, no method of transmission over the Internet, and no method of storing electronic information, can be 100% secure. So, we cannot guarantee the absolute security of your transmissions to us and of your Personal Information that we store.

## **Your privacy when you access third-party websites and resources**

The Platform will contain links to other websites not owned or controlled by Big Street Bikers. Big Street Bikers does not have any control over third party websites. These other websites may place their own cookies, web beacons or other files on your device, or collect and solicit Personal Information from you. They will have their own rules about the collection, use and disclosure of Personal Information. We encourage you to read the terms of use and privacy policies of the other websites that you visit.

Some portions of the Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use and Google's privacy policy, as may be amended by Google from time to time.

## **Changes to this Privacy Policy**

We may change how we collect and then use Personal Information at any time and without prior notice, at our sole discretion.

We may change this Privacy Policy at any time. If we make material changes to the Privacy Policy, we will notify you either by posting the changed Privacy Policy on the Platform or by sending an email to you. We will also update the "Last Updated Date" at the top of this Privacy Policy. If we let you know of changes through an email communication, then the date on which we send the email will be deemed to be the date of your receipt of that email.

It's important that you review the changed Privacy Policy. If you do not wish to agree to the changed Privacy Policy, then we will not be able to continue providing the Platform to you, and your only option will be to stop accessing the Platform and deactivate your account.

## **Got feedback?**

Your opinion matters to us! If you'd like to provide feedback to us about this Privacy Policy, please email us at [hq@bigstreetbikers.com](mailto:hq@bigstreetbikers.com)