

GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF THE VÉLIB' SYSTEM BY SHORT-TERM USERS – NATURAL PERSONS

ARTICLE 1 – THE VÉLIB' SERVICE

The Vélib' system is a self-service Cycle system (the "Service") offered by the *Syndicat mixte Autolib' Vélib' Métropole* [Joint Metropolitan Autolib' and Vélib' Association] (the "Local Authority") and assigned to the company Smovengo (the "Operator"). The Vélib' public cycle hire service is operated by Smovengo for and on behalf of the Association. These General Terms and Conditions of Access and Use (GCAU) aim to define the terms of availability of the Service to natural persons for their personal use (the "User(s)") under the conditions defined below.

1.1. Customer Service contact details

- www.velib-metropole.fr
- Email via the website: www.velib-metropole.fr
- +33 (0)1 76 49 1234 (cost of a local call and customer service at no extra charge).
- Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex

Customer Service opening hours are as follows:

- Interactive Voice Server: 24 hours, 7 days a week
- Advisors at your service: Monday to Friday from 08:00 to 22:00, Saturday 09:00 to 22:00, and Sunday 09:00 to 19:00.

1.2. Service Provider contact details:

SMOVENGO
Immeuble Ile-de-France – Bâtiment A
4, Place de La Pyramide
TSA 43 214
92 219 La Défense Cedex

ARTICLE 2 – DEFINITIONS

Subscription: designates the V-Plus and V-Max Subscriptions available with a fixed annual commitment period.

Application: designates a free downloadable program which can be used on a smartphone or tablet operating system (iOS or Android). These allow any Service User to find a Vélib' or station nearby but also to choose a route suitable for cyclists, to check the number of km travelled, to subscribe to the Service or to change subscription, contact Customer Service, or report an incident.

Terminal: street furniture allowing the User to sign in and access the information held in his/her Account, to check the status of Stations situated nearby, to obtain information on the Service, to obtain a receipt for return to Terminals equipped with payment facilities, to contact Customer Service, or to view these GCAU.

Docking Station: designates the docking points situated at the Stations allowing the pickup and return of Cycles securely by the User.

Card: designates the cards that may be used on the Vélib' V-Box in order to pick up, secure and return a Cycle. Authorised cards are the Vélib' Métropole card and partner cards.

Deposit (security deposit): pre-authorisation of the User's bank card or bank account, carried out at the time of subscription, allowing the Operator to debit the appropriate sum for the type of Cycle hired in the event the Cycle is not returned.

Access Code: 8-digit personal code allocated to the User following subscription. This code must be entered on the V-Box in order to access a Cycle.

PIN: 4-digit personal code allocated to the User following subscription. This code must be entered on the V-Box following entry of the 8-digit access code.

Account: designates the customer account created by the User allowing him/her to access the Service.

Plan: designates all forms of subscription offered to users of the Vélib' Métropole service.

Park +: designates the means for a User who holds a Long-Term Subscription to secure his/her Cycle at a Station where no Docking Station is available. This technique entails securing the Cycle between two Cycles according to the method described in Article 4.2.4, and is limited to a

number of Cycles identical to the number returned to the Docking Stations.

Parties: designates the Operator and the Customer jointly.

Service: designates the self-service Cycle service offered by the Operator.

Site: designates the website www.velib-metropole.fr made available to Users and prospective Users who wish to obtain information about the Service, subscribe to the Service, contact Customer Service, locate a station or read the GCAU.

Station: Vélib' parking area equipped with a Terminal and Docking Stations.

User: designates any natural person of over 14 years of age with the capacity to enter into a contract who purchases one or more Services.

Cycle: designates both the mechanical cycles and the electrically-assisted cycles used within the scope of the Service offered by Vélib' Métropole.

Electrically-Assisted Cycle: designates solely the electrically-assisted cycles used within the scope of the Service offered by Vélib' Métropole.

V-Box: electronic control unit fitted to the handlebars allowing direct access to the cycle either by entering an Access Code or by scanning a card across the screen. Other functionalities will be incorporated as the Service is developed.

ARTICLE 3 – DESCRIPTION OF SERVICE

3.1 Presentation of Service

The Service allows the User to borrow one or more Cycles in accordance with the terms set out below. To do so, a Website, App and Terminal equipped with payment facilities are made available to the User.

The Service comprises Stations that include a Terminal and Docking Stations allowing the hire and return of Cycles used in connection with the Service.

The Terminal allows the User:

- To subscribe to a Plan using the Terminals equipped with payment facilities;
- To sign in and access the information held on his/her Account if the User created one during the subscription process;
- To check the status of Stations situated nearby;
- To obtain information on the Service;
- To obtain a receipt of return of the Cycle from Terminals that have payment facilities;
- To contact Customer Service;
- To read the GCAU.

The Cycle is fitted with a V-Box allowing the User:

- To provide identification;
- To borrow, secure and return a Cycle;
- To access details of their journey such as speed, duration of use, etc.

3.2 Presentation of Plans

The Plans are strictly for personal use.

The User must hire a Cycle for the first time within 15 days of purchasing a Pass. Beyond this date, the Pass becomes invalid and its cost remains payable.

The following Plans are offered in connection with the Service:

Plan	Description
1-Day Pass V-Découverte	<ul style="list-style-type: none"> • Up to 5 Cycles may be hired at a time; • Successive cycle pickups are valid during a period of 24 consecutive hours from the time the first cycle is hired.
7-Day Pass V-Séjour	<ul style="list-style-type: none"> • Up to 5 Cycles may be hired at a time; • Successive cycle pickups are valid during a period of 7 consecutive days from the time the first cycle is hired.

3.3 Service Availability

As soon as the User arranges a Plan, he/she may hire one or more Cycles an unlimited number of times during the period of validity of the Plan. Each hire period may not

exceed 24 consecutive hours (hereinafter the "Authorised Continuous Period of Use").

In the event of a dispute concerning the Period of Use of the Service by the User, the data issued by the Customer Service IT server is final. Beyond the Authorised Continuous Period of Use, the Cycle shall be deemed not returned and the Operator reserves the right to debit the penalty amount from the Deposit (see Article 10).

The Service is accessible within the limit of the Cycles available at each Station, 7 days a week, 24 hours a day, uninterruptedly, except in the event of *force majeure* or decree by the competent authorities of a temporary or permanent, total or partial restriction on the use of one or more Stations or of cycle travel affecting the area of the Service.

The Operator will make its best efforts to inform the User in real time of the conditions of availability of the Service via the Website or App.

ARTICLE 4 – PROCEDURE FOR ACCESSING THE SERVICE

4.1. Subscription to the Service

4.1.1 Creation of an Account

To be able to subscribe to and use the Service, the User must take out a Plan on the Website, App, or directly at a Terminal that offers payment facilities.

- On the Website or App, the User:
 - ✓ Chooses the Plan (1 or 7 days) and the number of Cycles he/she wishes to hire together;
 - ✓ Chooses their username (email) and password, which thereafter allow access to their Account information;
 - ✓ Enters their details;
 - ✓ Chooses a 4-digit PIN;
 - ✓ Accepts these GCAU by ticking the box provided for this purpose and, in particular, authorises the Operator to debit up to €300 for one Cycle or €600 for several Cycles as a Deposit according to the terms set out in Article 5.2.
- At the Terminal, the User:
 - ✓ Chooses the Plan (1 or 7 days) and the number of Cycles he/she wishes to hire;
 - ✓ Chooses a 4-digit PIN;

- ✓ Accepts these GCAU by ticking the box provided for this purpose and, in particular, authorises the Operator to debit up to €300 for one Cycle or €600 for several Cycles as a Deposit according to the terms set out in Article 5.2;
- ✓ Finally, the User is asked to enter an email address and/or telephone number that can be used to send information following subscription.

In order to complete the subscription process, the User must pay the price of the Plan by bank card.

The User authorises the Operator to debit the amount payable for the Plan and/or use of the Service from the bank card registered to his/her Account. The details of the User's bank card are then registered with the company INGENICO ECS via an online payment protection system, under the conditions provided for in Article 5.3.

Only bank cards belonging to the Carte Bleue, Visa, MasterCard and American Express networks are accepted.

To confirm the subscription, the User is asked to choose a 4-digit PIN and is then allocated an 8-digit Access Code. The User is asked to enter these two codes in succession for any use of the Service at a Station.

The Access Code and PIN are notified by email to all Users who have registered their email address, and this information is also available from their Account. Where a Pass is purchased from a Terminal that offers payment facilities, a paper copy of the 8-digit access code is also printed.

Once the subscription has been finalised, a statement is sent to the User by email. Users who take out a Plan via the Website or App can also find this statement in their Account under the heading "Payment Receipts".

The Operator reserves the right to refuse or cancel the creation of an Account or access to the Service for any User failing to meet the conditions required by these GCAU.

4.1.2 Description of the means of access to Cycles

Following subscription, the User may access the Cycles by means of:

- The 8-digit Access Code generated by the service together with the 4-digit PIN chosen by the User;

- A **compatible NFC** smartphone; NFC smartphone access is only available after the App has been downloaded;
- Navigo card*¹.

Following subscription, the User may use the Service immediately by entering their 8-digit Access Code together with their 4-digit PIN on the Cycle's V-Box.

4.1.3 Cooling-off period

Where a subscription is entered into remotely, the User may choose, without any obligation to provide justification or to pay a penalty, to exercise their right to withdraw from the Subscription arranged within a period of 14 calendar days from the date of receipt of the subscription confirmation.

In such an event, the User shall inform Customer Service of this decision to cancel by returning, prior to expiry of the aforesaid period, the form attached to these GCAU, duly completed, or any other unambiguous declaration expressing his/her wish to withdraw from the agreement, either by email to the following address: service-client@velib-metropole.fr, or by post with acknowledgement of receipt to the following address: Service Clients Vélip' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex.

If the Service has not commenced at the time the User exercises this right to withdraw, the User shall receive a full refund of the amounts paid.

If the Service has begun before the end of the cooling-off period, the User will be charged the full cost of the subscription, as well as for any additional costs of use and/or penalty charges.

4.2 Procedure for use of Cycles

4.2.1 Procedure for borrowing Cycles from a Station at the start of the hire period

To borrow a Cycle, the User must:

- Go to a Station and stand directly in front of the Cycle of his/her choice, then press the "V" key on the V-Box to activate this Cycle;

- Enter his/her 8-digit Access Code on the keypad of the V-Box, then press the "V" key on the V-Box again;
- Finally, enter the 4-digit PIN.

A User who has a Navigo card can proceed as follows to borrow a Cycle for the first time:

- Go to a Station and stand directly in front of the Cycle of his/her choice, then press the "V" key on the V-Box to activate this Cycle;
- Place the Card in front of the V-Box reader;
- Enter his/her 8-digit Access Code on the V-Box keypad and press the "V" key on the V-Box again;
- Enter the 4-digit PIN;
- Finally, place the Card in front of the reader again.

The User may then remove the Cycle from its Docking Station when the message "Start OK" appears on the V-Box screen.

A User who has taken out a Plan allowing more than one Cycle to be hired can repeat the steps described above as many times as necessary in order to do so, up to the maximum number of Cycles authorised by the Plan.

For Electrically-Assisted Cycles, electrical assistance switches on automatically as soon as the User begins to pedal.

By default, the level of assistance is set to the minimum. Using the V-Box, the User can raise this level to 2 or 3. For safety reasons, the Cycle must be stationary before the level is altered.

4.2.2 Securing a Cycle outside of Stations during the hire period

During the hire period, Cycles may be locked at locations outside of the station facilities. The User is informed that in this case, the hire period continues to be recorded as normal.

To lock a Cycle at a location outside of a Station, the User must:

- Stop and press the "V" key on the Cycle's V-Box;
- Enter his/her 8-digit Access Code, followed by the 4-digit PIN;

- Or, if applicable, scan his/her Navigo card across the V-Box;
- Follow the V-Box instructions to confirm that the User is taking a break.

The Cycle's steering is locked automatically.

It is also essential, however, to take the cable incorporated into the cycle handlebars out from the right and, after passing it around a fixed structure, to insert the end into the hole in the lock, behind the front light, in order to attach the Cycle to a fixed structure.

To unlock the Cycle, the User must:

- Press the "V" key on the Cycle's V-Box;
- Then enter their 4-digit PIN or scan their Navigo card across the V-Box.

The Cycle steering unlocks automatically. The User must then manually remove the cable from the lock and place it back in its original place in the Cycle handlebars before continuing his/her journey.

4.2.3 Procedure for returning the Cycle to the station following hire

To return a Cycle following hire, the User must go to any Station with at least one Docking Station free and place the front wheel in one of the free Docking Stations until the Cycle is engaged, and then check:

- That the V-Box screen is switched on; if it is off, the User should press the "V" key;
- And that the Cycle cannot be removed.

Following these measures:

- The message "Return OK" and 2 beeps (1 short one and 1 long one) by the V-Box confirm that the Cycle is correctly docked marking the end of the hire period; the amount payable for use of the Service will be charged according to the hire time and the charges defined in the User's Plan;
- A repeated "Return KO" message and beep by the V-Box indicate that the Cycle is not properly locked. The User must therefore reposition the Cycle and carry out the return process again as detailed above, either at

¹ *NAVIGO is a brand of the *Syndicat des Transports d'Ile-de-France* [Greater Paris Transport Authority]

the same Docking Station or another available Docking Station, or otherwise press the "V" key after correctly repositioning the Cycle in its Docking Station.

If the Cycle is still not returned after completing these steps, the User must:

- Either contact Customer Service as soon as possible (by telephone or from the dedicated menu on the Terminal) to identify the cause of the incident;
- Or sign in at a Terminal with payment facilities to make a manual declaration of return of the Cycle, enabling him/her to confirm the return time of the Cycle following the technical problem encountered.

If the error is recognised by the IT system, the amount charged for the journey will be calculated on a pro rata basis once the User has informed Customer Service.

If no error is recognised or if the User fails to inform Customer Service, the full amount will be charged for the journey with the Cycle remaining under the User's responsibility. The provisions of Article 10 also apply in this instance.

4.2.4 Hiring and Returning to a Station that has no free Docking Stations – Park +

Any User may borrow a Cycle secured by Park +.

When a User wishes to return a Cycle, he/she is not authorised to use Park + if no free Docking Station can be found to enable the Cycle to be locked. They will therefore need to go to the nearest Station with free Docking Stations, whose details can be found on the Terminal or App.

ARTICLE 5 – TERMS AND CONDITIONS OF CHARGES

The Service allows access to the Cycles; only the charges for use vary based on whether the User chooses a Mechanical or an Electrically-Assisted Cycle.

The cost of the Service includes the price of accessing the Service the User has subscribed to and the price of use, which varies according to the type and number of Cycle(s) hired and the duration of use.

The charges and conditions associated with each Plan may be subject to commercial discounts during periods set by decision of the Local Authority.

Mechanical Cycle	Electric Cycle
<ul style="list-style-type: none"> • The first 30 minutes of every journey are free • After this, use is charged by 30-minute period 	<ul style="list-style-type: none"> • The first 30 minutes of every journey are charged from the first minute • After this, use is charged by 30-minute period

The User pays the price of use in proportion to the duration of use of the service. Any 30-minute period commenced is charged in full.

If the User's Plan allows more than one Cycle to be hired simultaneously, charging applies to each individual Cycle and journey.

Users who have taken out a Plan via the Website or App can view each journey under the heading "My Account" available on the Website, App and at Terminals.

In the event of a complaint relating to one of his/her routes, the User shall provide the number of the corresponding route to enable the pickup and return times of the Cycle to be identified.

Where the User has a Plan, the price of the Subscription, as well as sums payable for use not included in the Plan and any penalties owed in connection with Article 9 are payable on the Plan payment date.

5.1 Charges

Plan prices can be seen at any time on the Website, App and at Terminals under the heading "Charges".

The charges are applicable from 1 January 2018. They may be revised as a result of a decision by the Joint Metropolitan Autolib' and Vélib' Association.

5.2 Deposit

During the subscription process, Users are informed that when they register a bank card, the Operator takes the following steps via its payment services provider INGENICO ECS for subscriptions made:

- On the Website or App: creates an imprint of the bank card, authorising the Operator to debit all or part of the Deposit in the event of breaches of the conditions stated in Article 9 that give rise to Penalties. For this purpose, the User enters his/her valid bank card details on the subscription form screens (card number, period of validity and CVV code);
- At Terminals offering payment facilities: the User inserts his/her bank card into the card reader and enters his/her PIN on the PCI DSS secure keypad; for this method of subscription, pre-authorisation is given to debit the amount corresponding to the security deposit from the balance on the card, which may affect funds available for payment.

For Visa Electron, MasterCard Maestro and foreign bank cards, the associated bank account may be temporarily debited by the User's bank for the fixed amount of €300.

The Deposit amount corresponds to €300 for each use of a Cycle, valid for a period of 30 days. If between 2 and 5 Cycles are hired, the Deposit amount is capped at €600.

If no Deposit is provided, the User will not be able to access the Service.

The Operator reserves the right to debit the deposit, in full or in part, in the cases covered by Article 9.

In accordance with Article 9 of the GCAU, the User also authorises the Operator to debit any amounts owed by the User in Penalties arising from the User's misuse of use of the Service.

5.3 Payment protection

The Operator uses the services of INGENICO ECS, a specialist company, to protect online payments made by bank card.

Payments are made via a secure, PCI DSS certified payment interface. The service provider undertakes to maintain such certification (or any equivalent certification, howsoever named in the future) and shall be responsible for the security of data on bank card holders it collects or howsoever stores, processes or transmits for and on behalf of the Operator.

The User is informed that provisions covering the possible fraudulent use of his/her bank card are those stipulated in

the agreement concluded between the User and the bank that issued the bank card.

Since the Operator is not required to verify the identity of each User, it cannot be held liable in the event of fraudulent use of a User's means of payment.

ARTICLE 6 – USER'S OBLIGATIONS

The User undertakes to use the Service normally, in a private capacity. In this respect, the User undertakes in particular to use the Service personally in a prudent, diligent and sensible manner, observing these GCAU and the French Highway Code.

The User shall take care of the Cycle taken. He/she must avoid damage, destruction or disappearance of the Cycle. The User must systematically lock the Cycle with an anti-theft device at a fixed structure whenever he/she stops outside a station.

The User undertakes to pick up and return the Cycle within the Authorised Continuous Period of Use.

The User accepts in advance that any breach of this obligation shall entitle the Operator to the payment of a fixed penalty whose final amount is defined according to the terms and conditions of Article 9.

If a Cycle is found to have been used contrary to the provisions of these GCAU, the User undertakes to return the Cycle at any time at the request of the Operator or its representatives.

The User undertakes to report to Customer Service as soon as possible the loss or theft of the Cycle, or any other problem relating to the Cycle or use of his/her Access Code within a maximum period of 24 hours of the occurrence of the event, the Cycle remaining under his/her responsibility until its return in any event.

Users are the sole parties responsible for updating their personal details and for any harmful consequences that could result from the failure to report any such changes to their details.

In order to be able to maintain access to the Service, the User undertakes to hold a valid bank card for the duration of

his/her Plan. If need be, the User will update his/her details and bank card expiry date directly from his/her Account.

ARTICLE 7 – RESTRICTIONS TO USE OF THE SERVICE

Access to the service is prohibited to children under 14 years of age, accompanied or otherwise.

The Service is available to children aged between 14 and 18 years of age: a Plan may be purchased by the child's legal guardian and/or under their responsibility.

The legal guardian of any child subscribing to the Service shall be held liable for any damage caused directly or indirectly by the child on account of their use of the Service. As for any User, children over 14 years of age must have an Access Code and PIN.

It is stipulated that Plans and Access Codes are strictly personal and allow the User to pick up, use and return a Cycle at any time, according to the conditions described in Article 4.

Users are therefore prohibited from lending, hiring or transferring their Access Codes associated with the Service.

Users are authorised to use the Cycle according to these terms and conditions, which exclude the following in particular:

- Any use contrary to the provisions of the applicable highway regulations, particularly the provisions of the French Highway Code;
- Any use on land or in conditions likely to damage the Cycle;
- Transportation of any passenger whatsoever in any manner whatsoever;
- Transportation of a load of over 10kg in the front basket;
- Any use of the Cycle that may endanger the User or third parties;
- Any dismantling or attempt to dismantle all or part of the Cycle;
- And more generally, any improper use of a Cycle.

The Cycle cannot bear a total load of more than 120kg.

The Operator retains all rights to cancel the User's Plan without compensation if it is established that the User has

not complied with the terms of this Article, and especially in the event of theft, vandalism, or behaviour that endangers others.

ARTICLE 8 – USER'S RESPONSIBILITIES AND DECLARATIONS

The User declares that he/she is able to use a Cycle and is physically suited to such use (is of sufficient size, in good health, etc.)

Since the Cycle is placed under the User's responsibility, he/she is advised, before actually using the Cycle picked up, to carry out a basic check of its main apparent functional aspects, including the following in particular (non-exhaustive list):

- The proper securing of the saddle, pedals and basket;
- The proper functioning of the bell, brakes and lights;
- The general good condition of the frame and tyres.

Otherwise, the User must report any incident via his/her Account and/or to Customer Service.

The User declares that he/she has arranged and is the holder of a current third-party liability insurance covering the consequences of use of the Cycle.

The User is also advised:

- To adapt braking distance in the event of bad weather;
- To adjust the saddle height to suit his/her own height;
- To wear an approved helmet and suitable clothing.

The User shall be solely and fully liable for any damage caused by the use of the Cycle throughout the Period of Use, including when this exceeds the Authorised Continuous Period of Use in the event of the Cycle's late return by the User.

The parents or legal representatives of any child registered to use the Service shall be held liable for any damage caused directly or indirectly by the child on account of their use of the Service.

Any loan for a period of more than 24 hours is regarded as a disappearance of the Cycle until it is found, which may give rise to penalties under the conditions outlined in Article 9.

Should the Cycle for which the User is responsible disappear, he/she is required to declare the disappearance to Customer Service within 24 hours of the initial loan and to report the theft of the Cycle to the police within 48 hours, the Cycle remaining under the User's full responsibility until a copy of the aforesaid report is submitted to Customer Service.

In the event of an accident and/or incident involving the Cycle, the User is required to report the event to Customer Service as soon as possible. The Cycle shall remain under the User's responsibility, either until it is locked at a Docking Station or, failing this, the User must secure the Cycle using the cable incorporated into the Cycle handlebars.

For the creation of his/her Account, the User has sole responsibility for the choice of login details in relation to third-party rights, especially in respect of identity theft and the theft of intellectual property rights, as well as for ensuring they remain confidential. If the login details are lost or forgotten, the User must contact Customer Service.

ARTICLE 9 – PENALTIES

The Deposit paid by the User at the time of subscription to the Service may be used by the Operator to debit any sums payable in penalties issued as a result of the User's misuse of the Service.

The types of misuse concerned and their associated penalties are as follows:

- Theft of the cycle by force: €100 for a mechanical cycle and €150 for an electrically-assisted cycle (the receipt of the report made to the police station to be taken as full and final evidence);
- Disappearance of the cycle without justification from the start of hire: debit of the full deposit (€200 for a mechanical cycle and €300 for an electrically-assisted cycle);
- Damage sustained by the Cycle attributable to the User: fixed amount of €100 per Cycle;
- Replacement of the Vélib' Métropole Card following loss or theft: €5.

The Operator retains all rights to cancel the User's Plan and Account if it is established that the User has not complied with the terms of this Article, and especially in the event of theft, vandalism, behaviour that endangers others or the non-payment of charges.

The User is informed that a Cycle not returned within 24 hours is likely to be identified if it is located close to a station.

ARTICLE 10 – DATA PROTECTION

By creating an Account and subscribing to the Service, the User agrees to the collection and processing of his/her personal data by the Operator or any designated provider in accordance with the provisions of Law 78-17 of 6 January 1978 as amended.

The Operator is responsible for processing the data gathered in connection with the Service. In this regard, the data collected by the Operator is subject to declaration and authorisation by the *Commission Nationale de l'Informatique et des Libertés* [French National Data Protection Authority].

The personal data collected by the Operator is processed electronically for the purposes of:

- Online subscription to the Service;
- Cycle management;
- Management of commercial relations with Users;
- Management of Access Codes allowing use of the Cycles;
- Possible transmission of commercial offers by the Operator;
- Temporarily excluding Users, where necessary.

This data shall be kept for the period strictly necessary to fulfil the purpose sought at the time of collection, in accordance with simplified standard no. NS-048 and the authorisation referred to in Article 25 of the French Data Protection Act.

The recipients of the data are the Operator's subcontractors, partners concerned by the Service, and the Metropolitan Autolib' and Vélib' Association. With this in mind, the User agrees that his/her named information can be stored, processed and transferred by the Service Provider to its subcontractors and partners, including in other countries of the European Union, which may, however, only access such named data for the purposes of providing the Service, in compliance with laws and regulations in force.

In accordance with the aforesaid Act, the User has the right to access, correct, amend, object to and delete personal data concerning him/her. A User who wishes to exercise this right need simply submit a request directly to Customer Service by email to service-client@velib-metropole.fr or by post to the postal address Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex.

Depending on the preferences made when creating or using the Account, the User may receive commercial offers from the Operator and/or its partners by email, telephone or SMS, as chosen by the User when the Account was opened.

ARTICLE 11 – SETTLEMENT OF DISPUTES

The GCAU and the relationship between the User and the Operator are subject to French law.

In the event of a complaint, the User may contact Customer Service either by using the form provided for this purpose on the Website, by sending an email to service-client@velib-metropole.fr, or by sending a letter to Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex.

The User must do so within six months of the event disputed.

In accordance with Article L612-1 of the French Consumer Code, the User is made aware of the possibility, in the event of a dispute, of recourse to conventional mediation or to any other alternative form of settling disputes.

The User must first have submitted a written complaint to Customer Service.

The User must address their request to the CNPA mediator, whose details and terms of application are available on its website at the following address: <http://www.mediateur-cnpa.fr/>. Applications are subject to admissibility and receipt of the request less than one year from submission of the User's written complaint to Customer Service.

Failing an amicable settlement to any dispute arising from the interpretation, execution or termination of these GCAU and/or the relationship, the User and the Service Provider shall be subject to the sole jurisdiction of the French Courts, notwithstanding multiple defendants and/or third-party

proceedings, even for emergency procedures or protective measures in summary or ex parte proceedings.

ARTICLE 12 – APPLICATION AND ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Access to and Use of the Velib' system apply to any use of the Service by a User and are available at www.velib-metropole.fr at any time.

The User undertakes to read and understand the GCAU and to accept them before making first use of the Service by ticking the relevant box. The User is made aware that simple use of the Service will imply full, unconditional acceptance of all the provisions set out herein. The User declares full awareness of the fact that his/her consent to the content of the GCAU does not require the handwritten or electronic signature of a document.

The Operator reserves the right to amend the GCAU at any time, without notice, it being understood that such amendments will only apply to subscriptions and use occurring after the amendments. It is therefore imperative that the User reads and accepts the GCAU at the time of subscribing to and using the Service via the App, Website or Service Panel, particularly in order to verify the provisions that apply.

The fact that the Operator fails to invoke any one of the provisions of these GCAU at a given time may not be interpreted to mean it waives its right to subsequently invoke that same provision.

If any one of the clauses of these GCAU should be declared null, illegal or unenforceable, either in full or in part, the remaining clauses will remain in effect and retain their full force.

In the event the Local Authority chooses to assign the Service to a company other than the Operator, the User agrees that his/her Subscription and these GCAU will automatically be transferred to the new Operator, whoever it may be.