

## GENERAL CONDITIONS OF ACCESS TO AND USE OF THE VELIB' SYSTEM BY LONG-TERM USERS – NATURAL PERSONS

---

### ARTICLE 1 – OBJECT

The Vélib' system is a self-service Cycle system (the "Service") offered by the *Syndicat mixte Autolib' et Vélib' Métropole* [Joint Metropolitan Autolib' and Vélib' Association] (the "Local Authority") and assigned to the company Smovengo (the "Operator"). These General 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](http://www.velib-metropole.fr)
- Email via the website: [www.velib-metropole.fr](http://www.velib-metropole.fr)
- 01 76 49 1234 (cost of a local call and cost of the free service).
- 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 at Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex
- 08:00 to 22:00, Saturdays from 09:00 to 22:00, Sundays from 09:00 to 19:00.

#### 1.2. Operator's contact details:

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

### ARTICLE 2 – DEFINITIONS

**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.

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

**Application:** designates a free downloadable program executable on a smartphone or tablet operating system (iOS or Android). They allow any Service User to find a Vélib' or a 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 and report an incident.

**Bonus:** time credit granted to the User based on the station capacity status.

**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.

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

**Deposit (security deposit):** pre-authorisation of the user's bank card or bank account, effected at the time of subscription, allowing the Operator to debit the sum connected with the type of Cycle rented in the event the Cycle is not returned.

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

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

**Package:** 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 with no Docking Point available. This technique entails securing the Cycle between two Cycles according to the method described in Article 4.2.4 and is limited to an identical number of Cycles to the number of Cycles returned to the Docking Stations.

**Parties:** designates the Operator and the Customer jointly.

**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.

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

**Site:** designates the website [www.velib-metropole.fr](http://www.velib-metropole.fr) made available to Users and prospective Users wishing to obtain information on the Service, subscribe to the Service, contact Customer Service, locate a station and check the GCAU.

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

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

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

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

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

## ARTICLE 3 – DESCRIPTION OF THE SERVICE

### 3.1 Presentation of the Service

The Service allows the User, after creating an account on the Website or App, to borrow a Cycle according to the terms described below.

The Service comprises Stations including a Terminal and Docking Stations allowing the hire and return of Cycles used within the scope of the Service.

The Terminal allows the User:

- To subscribe to a Package;
- To provide identification and access the information contained in his/her Account;
- To check the status of Stations situated nearby;
- To obtain information on the Service;
- To obtain a receipt of return from Terminals equipped with means of payment;
- To contact Customer Service;
- To consult 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 journey information such as speed, duration of use, etc.

### 3.2 Presentation of Subscriptions

Subscriptions are strictly personal.

Subscriptions are valid for 12 whole calendar months from the day of receipt of the subscription confirmation email.

The Subscriptions offered within the scope of the Service are as follows:

Package	Description
V-Libre	<ul style="list-style-type: none"> <li>• Cycle hire;</li> <li>• Access to the Park+ system solely to pick up a Cycle;</li> <li>• Usage billing from the first minute of use.</li> </ul>

V-Plus	<ul style="list-style-type: none"> <li>• Cycle hire;</li> <li>• Access to the Park+ system to pick up and return a Cycle;</li> </ul>
V-Max	<ul style="list-style-type: none"> <li>• Option to earn Bonus Minutes;</li> <li>• Annual commitment;</li> <li>• Subscriptions available at reduced rate and concession rate</li> </ul>

### 3.3 Service Availability

As soon as the User arranges a Subscription, he/she may rent a Cycle an unlimited number of times during the period of validity of the Subscription. Each hire may not exceed a period of 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 delivered by the Customer Service information server will stand. 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 over the area of the Service.

The Operator shall 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 is invited to create an Account by completing the registration form available on the Website or App.

The User selects:

- A Subscription;
- The means of access: Vélib' Métropole card or Navigo\* card<sup>1</sup>;
- His/her identification (email) and password; which then enable access to Account information;
- The Subscription billing procedure if either a V-Plus or V-Max Subscription is arranged.

Then:

- The User enters their details;
- He/she must also accept these GCAU by marking the box provided for this purpose and, in particular, authorise the Operator to debit up to €300 by way of a Deposit according to the terms set out in Article 5.3;
- Finally, the User is invited to select automatic renewal of their subscription by marking the box provided for this purpose.

The beneficiary of a reduced rate or concession rate Subscription must also provide all supporting documents required as defined in Article 5.1 when subscribing on the website [www.velib-metropole.fr](http://www.velib-metropole.fr). The application of these rates is contingent upon provision of the supporting documents required during the subscription procedure, which must be uploaded to the Website.

If it appears, on checking the supporting documents, that the beneficiary is not eligible for a reduced or concessionary rate, the User's account will be suspended and the User may no longer use the Service thereafter.

Once the documents have been checked, 2 cases may arise:

- Either there are problems associated with the eligibility of the documents forwarded: the User is then asked to send acceptable documents to Customer Services soon as possible;
- Or he/she is not eligible for the reduced or concessionary rate following an examination of the documents, and is then given the option of benefiting from a Subscription at the nominal V-Plus or V-Max rate.

<sup>1</sup> \*NAVIGO is a trade mark of the *Syndicat des Transports d'Ile-de-France* [Ile-de-France Transport Association]

If, 3 months after subscribing, the User has still not sent acceptable documents, the Subscription shall be cancelled “at no cost”:

- If he/she has chosen to pay monthly, the monthly Subscription payment debits shall be blocked as from suspension of the Subscription. No refund shall be made, and the 1<sup>st</sup> month of Subscription and any use made remain payable;
- If he/she has chosen to pay in a single instalment, a refund prorata temporis for the number of whole months remaining up to the expiry date of the Subscription shall be made, any use made being deducted from the amount refunded.

In order to finalise subscription to the Service, the User shall pay the amount of the Subscription in monthly instalments over 12 months or in a single instalment:

Either by bank card payment:

- The User authorises the Operator to debit the amount payable for the Subscription and/or paid use as well as any Deposit from the bank card registered to the Account. In this case, the details of the User's bank card are registered via an online payment protection system at the company INGENICO ECS under the conditions provided for in Article 5.4;
- Only bank cards of the Carte Bleue, Visa, MasterCard and American Express networks are accepted.

Or by SEPA direct debit from his/her bank account:

- The User authorises the Operator to debit the amount of the subscription and/or paid use as well as any Deposit directly from the bank account registered to the Account. For this purpose, the User shall authorise the Operator to make a direct debit by completing the direct debit authorisation and by providing his/her bank details/IBAN.

To confirm the subscription, the User is asked to choose a 4-digit PIN and is then allocated an 8-digit Access Code. He/she must then enter these 2 codes in order to hire a Cycle for the first time.

The Access Code and the PIN are notified by email and shall also be available from the Account.

For security reasons, the User shall have a maximum of 30 days to activate their Card on the V-Box before the Access Code and PIN are disabled.

Once the subscription has been finalised, a statement is sent to the User by email and is also available from 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 satisfy the conditions required in these GCAU.

#### 4.1.2 Description of the means of access to Cycles

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

- Vélib' Métropole Card: this is sent to him/her following Subscription to the address specifically indicated at the time the Account was created. This card is sent to the User within a period of 10 working days;
- Navigo Card;
- A compatible NFC smartphone; this NFC access will only be available after downloading the App.

Following subscription, the User may use the Service immediately by entering the 8-digit Access Code together with the 4-digit PIN on the Cycle V-Box. He/she may then freely use the Service while awaiting receipt of a new Card, if this has not already been received.

#### 4.1.3 Cooling-off period

In the event of a remote subscription, the User shall be entitled, without having to provide justification or to pay any penalties, to exercise a right to cancel 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 hereto, duly completed, or any other unambiguous declaration expressing his/her wish to cancel the service, either by email to the following address: [service-client@velib-metropole.fr](mailto:service-client@velib-metropole.fr), or by post with acknowledgment of receipt to the following address: Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex.

If the Service has not commenced at the time the User exercises his/her right to cancel, the User shall receive a full refund of the amounts paid.

If the Service has commenced prior to expiry of the cooling-off period:

- If he/she has selected monthly payment, the User shall be charged the full amount of the Subscription for the current month as well as any additional costs of use and/or penalties;
- If he/she has selected payment in a single instalment, a refund prorata temporis for the number of whole months remaining up to the expiry date of the Subscription is made, the current month remaining payable.

## 4.2 Procedure for the use of Cycles

### 4.2.1 Procedure for borrowing Cycles at the station at the start of the hire period

When first hiring a Cycle, the User must:

- At a Station, stand directly in front of the Cycle of his/her choice and 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 again on the V-Box;
- Enter the 4-digit PIN;
- And finally place his/her 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.

For Electrically-Assisted Cycles, electrical assistance switches on automatically as soon as the User starts to pedal. By default, the level of assistance is set at the minimum. It may be changed by the User directly on the V-Box to level 2 or 3. For safety reasons, this operation must be performed while stationary.

### 4.2.2 Securing a Cycle outside a Station during the hire period

It is possible to lock the Cycle during the hire period outside a station. The User is informed that in this case, the hire period continues to be recorded as normal.

To lock a Cycle outside a Station, the User must:

- Stop and press the “V” key on the Cycle V-Box;
- Scan his/her Card or Smartphone on 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, to attach the Cycle to a fixed structure.

To unlock the Cycle, the User must:

- Press the "V" key on the Cycle V-Box;
- Then tap his/her Card or Smartphone on the V-Box.

The Cycle steering unlocks automatically. The User must then manually remove the lock cable 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 check:

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

Following these measures:

- A 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 shall be charged according to the hire time and the charges defined in the User's Subscription;
- A message "Return KO" and 1 beep by the V-Box indicate that the Cycle is not properly locked. The User must then reposition the Cycle and carry out the return process again according to the procedure defined above, either at 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 these measures, 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 equipped with means of payment 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 shall be calculated prorata temporis from the time the User informs Customer Service.

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

#### **4.2.4 Procedure for borrowing and return at a Station that no longer has a Docking Station free – Park +**

Any User may borrow a Cycle secured by Park+.

The possibility of returning a cycle by Park+ depends on the type of subscription arranged by the User:

- Users with a V-Libre Subscription are not authorised to use Park+. They therefore need to find the nearest Station with free Docking Stations whose details are available on the Terminal or App;
- Users who have a V-Plus or V-Max Subscription may secure the Cycle using Park+.

V-Plus or V-Max Subscribers authorised to return a cycle using Park+ need simply:

- Place the Cycle the other way round between two Cycles secured in Docking Stations;
- Press the "V" key on the V-Box then follow the instructions displayed on the screen to end the hire period;
- Wait for the Cycle steering to lock automatically;
- Then remove the cable inserted into the handlebars of the Cycle to be returned and, after placing it in the rails situated under the saddle of a cycle already secured at a Docking Station, place it in the hole behind the front light of the cycle to be returned.

The V-Box then displays the message "Return OK" or "Return KO" which marks the end of the hire time or otherwise.

Park+ is only available at the Stations indicated on the Website and App. In this respect, the Operator reserves the right to change the number of Stations allowing Park+ at any time.

#### **4.3 Change of Subscription by the User**

The User may change his/her Subscription at any time:

- Either to switch from a V-Libre Subscription to a V-Plus or V-Max Subscription;
- Or to switch from a V-Plus Subscription to a V-Max Subscription.

The User shall benefit from the conditions of this new subscription within a period of 3 working days from receipt of his/her request by Customer Service.

For Subscriptions paid monthly and annually, the new Subscription shall be charged as from confirmation of the change request by Customer Service. It is valid for 12 whole calendar months from the date on which the request is processed by Customer Service. The User is also able to change his/her Subscription on each anniversary date of the subscription, in order to switch to a V-Plus or V-Libre Subscription.

The request email must be sent to Customer Service 3 working days prior to the expiry Date of the current Subscription at the latest.

#### **4.4 Subscription Renewal**

At the time of subscription, the User is invited to choose to renew his/her Subscription automatically.

Failing that, the User may activate renewal automatically from his/her Account at any time up to the day before the Subscription expires.

The User is informed 45 days before the Subscription expires by email that it will be automatically renewed or that it will expire.

#### **4.5 Cancellation of Subscription**

The period of any Subscription is 12 months. It may be cancelled early, however, under the conditions listed below.

Cancellation shall give rise to disabling of the Means of Access in all cases.

In the event of cancellation, the amount corresponding to use outside the package shall remain payable.

#### 4.5.1 Cancellation for legitimate reasons

The User may cancel the Subscription at any time, solely in the cases listed below, and must include supporting documents with his/her cancellation request:

- Change of the User's main residence to a town where the Service is not available (signed statement and evidence of domicile);
- Death of the User (death certificate);
- Loss of employment under a permanent contract excluding during a trial period (employment centre certificate);
- Pregnancy (medical certificate of pregnancy).

A cancellation request for legitimate reasons shall be sent by simple mail to: Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex or by email to [service-client@velib-metropole.fr](mailto:service-client@velib-metropole.fr) with the supporting documents corresponding to the event in question.

Cancellation shall take effect within 10 working days from receipt of the User's request by Customer Service. The postmark date is final.

In such event:

- If the User has selected monthly payments, any month commenced shall be payable;
- If the User has elected to pay in a single instalment, a refund shall be made prorata temporis for the number of whole months still to run up to the Expiry Date of the Subscription.

#### 4.5.2 Cancellation at the User's initiative

Apart from cases of legitimate reasons, if the User wishes to cancel before his/her annual Subscription expires, he/she must send a cancellation request by simple post to Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex

Cancellation shall take effect within 10 working days of receipt of such a request by Customer Service; the date of the postmark is final.

In such event:

- If the User has selected monthly payments, he/she will be charged for the instalments remaining payable up to the expiry date of his/her Subscription;
- If the User has elected to pay in a single instalment, no refund shall be made.

#### 4.5.3 Cancellation owing to default

Access to the Service shall be suspended and the Subscription subsequently cancelled by the Operator automatically in the event of default on the part of the User. The following in particular shall be deemed to be a default on the part of the User:

- Bank card expired or invalid;
- Partial or total non-payment of a monthly instalment or of any amount payable under the Subscription.
- Use of the service in a manner that fails to comply with these GCAU.

In fact, after 2 unsuccessful reminders sent to the User, the Operator shall suspend access to the Service until compliance with the terms and conditions by the Subscriber.

While access to the Service is suspended, the Subscriber still owes the instalments payable under the Subscription, however.

If, after a period of 3 months from suspension of access to the Service, the Subscriber has not restored compliance with the terms and conditions, the Subscription shall be cancelled automatically.

The Subscription shall be cancelled immediately by the Operator in the event of an especially serious default, and particularly in the event of fraud.

In all cases of cancellation indicated above, if the User has not completed the annual commitment period, he/she owes the full amount of the outstanding instalments.

The Operator reserves the right to recover amounts owed through legal channels.

The Operator reserves the right to refuse any new Subscription request from the User for a period of 3 years as from the end of the previous Subscription, including from any subscription cancelled due to non-payments not rectified.

## ARTICLE 5 – CHARGING CONDITIONS

The Service allows access to the Cycles; charging for use shall only change based on the use of a Mechanical Cycle or an Electrically-Assisted Cycle.

The price of the Service includes: the price of accessing the Service subscribed by the User (the V-Plus and V-Max Subscription price) and the price of use which varies depending on the type of Subscription arranged, the type of Cycle hired and the period of use of the Service.

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

Subscription	Mechanical Cycle	Electric Cycle
• V-Libre	• As from the first minute, charging by 30-minute period	
• V-Plus	• The first 30 minutes are free	• The first 30 minutes are charged as from the first minute
	• Beyond that, charging by 30-minute period	
• V-Max	• The first 60 minutes are free	• The first 30 minutes are free
	• Beyond that, charging by 30-minute period	

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

Each journey may be checked under the heading "My Account" available on the Website, App and Terminals.

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

In the case of a V-Plus or V-Max subscription, the amount of the Subscription shall be payable:

- Each month, on the anniversary day of the subscription, for Subscribers choosing to pay for the Subscription in 12 monthly instalments;
- Each year, on the anniversary date of the subscription, for Subscribers choosing to pay in a single instalment.

For all subscribers, the amount corresponding to usage outside the package is payable each month on the anniversary day of subscription.

The Operator reserves the right to change the charges at any time, subject to one month's notice.

### 5.1 Charges

The Subscription charges are available at any time on the Website, App and Terminal under the heading "Charges".

The charges are valid as of 1 January 2018. They may be reviewed by the Operator following a decision of the Local Authority.

Reduced rate or concessionary rate subscriptions shall be offered and activated provided that the User can prove his/her status at the time of arrangement of the Subscription:

- Reduced rate: young people under 27 years of age shall provide a photocopy of the front and back of a currently valid identity document;
- Concessionary rate: the various beneficiaries shall provide documents allowing their status to be demonstrated, either for:
  - ✓ Persons involved in the work integration process (16-25 years inclusive): a photocopy of the front and back of a currently valid identity document and a certificate of registration for one of the corresponding systems;
  - ✓ Grant holders (14-26 years inclusive): a photocopy of the front and back of a currently valid identity document and a specific certificate of the assistance received as an education grant holder;
  - ✓ Beneficiaries of Ile-de-France Mobilités free transportation: a photocopy of the front and back of a currently valid identity document and certificate of free transportation entitlement supplied by *Agence Solidarité Transport Ile-De-France* (this certificate may

be downloaded from the website <https://www.solidaritetransport.fr/>).

### 5.2 Time bonus

Every Subscriber to V-Plus or V-Max who takes a Cycle from a full station, where there is no Docking Station available, or who returns it to an empty station shall acquire a Time Bonus in the form of free minutes. The Time Bonus is described under the heading "Charges" on the Website, App or Terminal.

Once acquired, the Time Bonus shall automatically be used if a journey lasts more than 30 minutes (or more than 60 minutes for a journey by mechanical cycle and a V-Max Subscription).

It is used in 30-minute periods.

Time Bonuses may be accumulated. The User may use several Time Bonuses during the same journey.

The Time Bonuses are neither transferable nor refundable. They are retained if the User resubscribes on expiry of their subscription.

### 5.3 Deposit

At the time of subscribing to the Service:

- The User is informed that, at the time of registering their bank card, the Operator, via its payment provider INGENICO ECS, makes a bank card imprint for a subscription on the Website or App authorising the Operator to debit all or part of the deposit in the cases of default indicated in Article 10 and giving rise to Penalties. The User enters his/her valid bank card identifiers on the subscription form screens for this purpose (card number, period of validity and CVV code).  
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 User may also select bank debit and enter a SEPA direct debit authorisation including his/her bank details/IBAN.

The Deposit amounts to €300 for each Cycle use.

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

The Operator reserves the right to debit the deposit in full or in part, particularly in the cases indicated in Article 10.

In accordance with Article 10 of the GCAU, the User also authorises the Operator to debit the sums payable by the User by way of penalties where the User breaches the conditions of use of the Service.

### 5.4 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 and 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 the provisions on the possible fraudulent use of his/her bank card are those stipulated in the agreement concluded between the User and the bank issuing the bank card.

Since the Operator is not required to check the identity of each User, it shall not be responsible in the event of fraudulent use of a User's means of payment.

## ARTICLE 6 – SPECIFIC PROVISIONS APPLICABLE TO SUBSCRIBERS ARRANGING A VELIB' SUBSCRIPTION IN 2017 THAT EXPIRES IN 2018

### 6.1 Subscriptions and Charging Conditions

Annual Vélib' subscriptions arranged in 2017 may be taken over by the Operator for the remaining period based on the following conditions:

- "Regular subscriptions" under the previous Vélib' contract shall automatically be transferred to the V-Plus Subscription under the new contract;
- "Passion subscriptions" shall automatically be transferred to the V-Plus Subscription under the new contract but with 45 free minutes for

mechanical cycles (instead of the normal 30 minutes).

The period of commitment to this Subscription remains identical to the expiry date stipulated for the Subscription arranged in 2017.

Since the Subscriber has already paid his/her Subscription in 2017, the charge for use shall only change depending on whether a Mechanical Cycle or an Electrically-Assisted Cycle is used.

Finally, time bonuses acquired in 2017 are carried over, up to a maximum of 5 hours.

## **6.2 Access to the Service as from 1 January 2018**

### **6.2.1 Account update**

In order to be able to use the Service from 01/01/18, Subscribers arranging a Subscription in 2017 are requested by email received from mid December 2017 to:

- Accept these GCAU by ticking the box provided for this purpose and in particular, authorise the Operator to debit up to €300 by way of a Deposit as provided for in Article 5.3;
- Provide their bank details in order to debit the bank card registered to the Account by the amount payable for paid use as well as any Deposit;
- Confirm their full contact details.

### **6.2.2 Description of the means of gaining access to Cycles**

During this Account update procedure, Subscribers are also invited to select their means of Subscription: Navigo Card or Vélib' Métropole Card. In the case of the latter, the card is sent to Subscribers at the address indicated during the update procedure within a period of 10 working days.

### **6.3 Change of Subscription to V-Max**

The User may change his/her Subscription to a Subscription at the higher V-Max rate.

The new Subscription shall be charged on a monthly basis as from the month following the change request or in a single instalment, as chosen by the Subscriber.

The Subscription period is 1 year.

It shall also be refunded prorata temporis for the number of whole months remaining up to the expiry date of the previous Subscription.

## **5.2 Cancellation of Subscription**

Subscribers arranging a Subscription in 2017 may cancel this Subscription as from 02/01/18.

### **5.4.1 Cancellation at the User's initiative**

If the User wishes to cancel his/her annual Subscription before the expiry date, he/she shall send a cancellation request by post to Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex.

Cancellation shall take effect within 10 working days from receipt of the request by Customer Service; the postmark date is final.

This request may be processed in two ways:

- If the User has never used the new Vélib' Métropole service: the User is refunded prorata temporis for the number of whole months remaining up to the expiry date of his/her Subscription, with calculation of the period prorata temporis being made from the date of receipt of his/her request;
- If the User has already used the new Vélib' Métropole service: the cancellation request will be accepted, but no refund is made.

### **5.4.2 Cancellation for legitimate reasons**

The User may cancel his/her Subscription at any time, solely in the cases listed below, and shall include supporting documents with this cancellation request:

- Change of the User's main residence to a town where the Service is not available (signed statement and evidence of domicile);
- Death of the User (death certificate);
- Loss of employment under a permanent contract excluding the trial period (employment centre certificate);
- Pregnancy (medical certificate of pregnancy).

A cancellation request for legitimate reasons must be sent by simple mail or email to: Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex or by email to [service-client@velib-metropole.fr](mailto:service-client@velib-metropole.fr) with the supporting documents corresponding to the event in question.

Cancellation shall take effect within 10 working days from receipt of the request by Customer Service; the postmark date is final.

In such event, a refund shall be made prorata temporis for the number of whole months remaining up to the expiry date of the User's Subscription.

## **ARTICLE 7 – USER'S OBLIGATIONS**

The User undertakes to make normal use of the Service. 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 antitheft 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 default on 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 10.

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 shall be the sole parties responsible for updating their personal details and for any harmful consequences that could result from the failure to report any change relating thereto.

In order to be able to maintain access to the Service, the User undertakes to keep a bank card or his/her SEPA mandate valid for the duration of the Subscription. If necessary, the User will update their details and the validity date of their bank card or information associated with their bank details/IBAN directly from the User Account.

#### **ARTICLE 8 – 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 accessible to children aged between 14 and 18 years of age; Subscriptions may be purchased by the legal guardian and/or under his/her responsibility.

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

It is stipulated that Subscriptions 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 under conditions of such a nature as to damage the Cycle;
- Carrying any passenger whatsoever in any manner whatsoever;
- Carrying a load of more than 10kg in the front basket;
- Any use of the Cycle that places the User or third parties in danger;
- Any dismantling or attempted dismantling of all or part of the Cycle;
- And more generally any irregular use of a Cycle.

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

The Operator reserves the right to cancel the User's subscription automatically and without compensation under the conditions defined in Article 4.5.4 if the User is found not to have observed the conditions stipulated in this Article, particularly in the event of theft, vandalism or danger to others.

#### **ARTICLE 9 – USER'S RESPONSIBILITY AND DECLARATIONS**

The User declares that he/she is able to use a Cycle and is physically fit for such use (sufficient size, 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-limitative 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 shall 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 late return by the User.

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

Any loan for a period of more than 24 hours shall be deemed to be a case of disappearance of the Cycle until it is found,

which may give rise to penalties under the conditions laid down in Article 10.

In the event of the disappearance of the Cycle for which the User is responsible, he/she is required to report such disappearance to Customer Service within 24 hours of the initial loan and to file a complaint for theft of the Cycle with the police within 48 hours, the Cycle remaining under the User's full responsibility until a copy of the aforesaid complaint 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 logon details in respect of third-party rights, particularly with regard to identity theft or theft of intellectual property rights, as well as maintenance of the confidential nature of the information. If the logon details are lost or forgotten, the User must contact Customer Service.

#### **ARTICLE 10 – 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 payable due to the default of the User in relation to use of the Service.

The nature of the default and the amount of the 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 is taken as full and final evidence);
- Disappearance of the cycle without justification from the start of hire, full debit of the 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 reserves the right to cancel the User's account and subscription automatically and without compensation under the conditions defined in Article 4.5.4 if the User is found to have failed to observe the conditions stated in this Article, and particularly in the event of theft, vandalism, danger to others and non-payment of bills.

#### ARTICLE 11 – 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 respect, 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 subject to electronic processing 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;
- Possible temporary exclusion of Users falling within the scope of the clauses defined in Article 4.5.3.

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 as well as the partners concerned by the Service, and the Local Authority. With this in mind, the User agrees to his/her named information being stored, processed and transferred by the Operator to its subcontractors and partners, even in other countries of the European Union, which may, however, only access such named data for the purposes of

providing the Service and in compliance with the legal and statutory provisions 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 must simply submit a request to Customer Service directly by email to [service-client@velib-metropole.fr](mailto: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 choice made when creating or viewing the account, the User may receive commercial offers from the Operator and/or its partners by email, telephone or SMS as indicated when the Account was opened.

#### ARTICLE 12 – 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 or by sending an email to [service-client@velib-metropole.fr](mailto: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 6 months of the event disputed.

In accordance with Article L612-1 of the French Consumer Code, in the event of a dispute, the User is aware of the possibility of having 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 shall submit such a claim to the CNPA mediator, whose details and terms of application are available on its website at the following address: <http://www.mediateur-cnpa.fr/>, subject to observance of the conditions of admissibility of the User's claim and within a period of less than 1 year from the submission of the 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 Operator shall be subject to the sole competence 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 13 – APPLICATION AND ENFORCEABILITY OF THE GENERAL CONDITIONS

These General Conditions of Access to and Use of the Velib' system shall apply to any use of the Service by a User and are available at [www.velib-metropole.fr](http://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 aware that simple use of the Service shall 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 any 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 shall only apply to subscriptions and use made after such amendments. It is therefore essential that the User reads and accepts the GCAU at the time of subscribing to and using the Service via the App, Website or Terminal, particularly to check 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 as waiver of making subsequent use thereof.

If any one of the clauses of these GCAU should be declared null, illegal or unenforceable, either in full or in part, the other clauses shall remain in force and shall continue to have full effect.

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 shall automatically be transferred to the new Operator, whoever it may be.