

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

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### ARTICLE 1– PURPOSE

The Velib' system is a self-service Cycle system (the "Service") offered by the Syndicat mixte Autolib' et Velib' Métropole [Joint Metropolitan Autolib' and Velib' Association] (the "Local Authority") and assigned to Smovengo (the "Operator"). Smovengo acts in the name and on behalf of the Syndicat for the operation of the Velib' public service.

These General Conditions of Access and Use (GCAU) aim to define the terms of availability of the Service to natural persons (the "User(s)") for their personal use, under the conditions defined below.

#### 1.1. Customer Service contact details

- [www.velib-metropole.fr](http://www.velib-metropole.fr)
- Email via the contact form on the site [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 Velib' Métropole – TSA 71111 – 92667 Asnières-Sur-Seine Cedex.

Customer Service opening hours are as follows:

- Interactive Voice Server: 24 hours, 7 days a week
- Advisers at your disposal: Monday to Friday from 8am to 10pm, Saturday from 9am to 10pm, Sunday from 9am to 7pm.

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

SMOVENGO  
1, Avenue du Général de Gaulle  
92074 Paris La Défense Cedex

### ARTICLE 2 – DEFINITIONS

Application: designates a free downloadable programme executable on a smartphone or tablet operating system (iOS

or Android). It allows any Service User to find a Velib' 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, to contact Customer Service or to report an incident.

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 when buying a Package, to check 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 Cycle V-Box in order to pick up, secure and return a Cycle. Authorised cards are the Velib' Métropole card and partner cards.

Deposit (or security deposit): pre-authorisation on the bank card, made at the time of subscription allowing the Operator to debit the penalties provided in Article 9 in case of any breach by the User in using the Service.

Customer: means any natural person with the capacity to contract, proceeding to purchase one or more Services on his or her own behalf or on behalf of a minor as the legal guardian.

Access code: 8-digit personal code allocated to the User upon 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 upon subscription. This code must be entered on the V-Box after the 8-digit access code has been entered.

Promotional Code: allows the Customer to obtain a discount on the Package amount or additional bonus minutes.

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

Package: refers to the short-term subscription offers proposed to users of the Velib' Métropole service, i.e. the Passes and the Ticket-V.

Parties: means the Operator, the User and the Customer having agreed to these GCAU in his/her name or on behalf of a minor in case of a legal guardian.

Pass: refers to the short-term subscription offers proposed to users of the Velib' Métropole service for a defined and limited period of time.

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

Website: refers to the website [www.velib-metropole.fr](http://www.velib-metropole.fr) available to Users, Customers and persons wishing to obtain information on the Service, subscribe to the Service, contact Customer Service, locate a Station and check the GCAU.

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

Station+: refers to the system formerly known as Park+ which allows Users to secure their Cycle in a Station where there are no available Docking Stations. This system entails securing the Cycle between two Cycles according to the method described in Article 4.2.4 and is limited to as many Cycles as the number of padlock cables available on the Docking Stations.

Ticket-V: refers to a short-term subscription offer proposed to users of the Velib' Métropole service for a single ticket for a single journey.

User: means any natural person over 14 years of age using the Service with a Package.

Cycle: refers to both the Mechanical Cycles and the Electrically-Assisted Cycles used within the scope of the Service offered by Velib' Métropole.

Electrically-Assisted Cycle: refers solely to the electrically-assisted Cycles used within the scope of the Service offered by Velib' Métropole.

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 buy to a Package from Terminals equipped with a method of payment;
- To identify themselves and access the information on their Account if the User has created one at the time of purchase;
- To check the status of Stations situated nearby;
- To obtain information on the Service;
- To obtain a receipt of return from Terminals equipped with a method of payment
- To contact Customer Service;
- To consult the GCAU when purchasing a Package

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

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

### 3.2 Presentation of the Short-Term Packages

Packages are strictly personal. Passes allow the hire of 2 to 5 Cycles at the same time under the conditions described below.

From the time of purchase of the Package, the User has 15 calendar days to make his/her first hire. After this period, the Package is no longer valid and the amount of the Package still payable.

The Packages offered within the scope of the Service are the following:

Short-term packages	Description
V Pratique called Ticket-V	<ul style="list-style-type: none"> <li>• Hire a Mechanical Cycle or an Electrically-Assisted Cycle for a single journey.</li> </ul>
V Découverte (Mechanical Cycle) called 24-hour Classic Pass	<ul style="list-style-type: none"> <li>• Hire of 1 to 5 Cycles at the same time;</li> <li>• Hire of Mechanical Cycles for an unlimited number of rides and Electrically-Assisted Cycles (EAC) strictly at an additional cost;</li> <li>• Successive hires valid for a period of 24 consecutive hours from the first hire.</li> </ul>
V Découverte (Electrically-Assisted Cycle) called 24-hour Electric Pass	<ul style="list-style-type: none"> <li>• Hire of 1 to 5 Cycles at the same time;</li> <li>• Hire of Mechanical Cycles for an unlimited number of rides and Electrically-Assisted Cycles, up to a limit of 6 journeys per day, any additional hire being charged;</li> <li>• Successive hires valid for a period of 24 consecutive hours from the first hire.</li> </ul>
V Séjour called 3-Day Pass	<ul style="list-style-type: none"> <li>• Hire of 1 to 5 Cycles at the same time;</li> <li>• Hire of Mechanical Cycles for an unlimited number of rides and Electrically-Assisted Cycles, up to a limit of 6 journeys per day, any additional hire being charged;</li> <li>• Successive hires valid for a period of 3 consecutive days from the first ride.</li> </ul>

Access to the Station + system for picking up and dropping off a Cycle is possible for all Package Users.

### 3.3 Service Availability

Once the User has a Pass, they may, subject to the provisions of Article 7, hire one or more Cycles for an unlimited number of rides during the period of validity of their Pass. The User Pass allows, depending on the option chosen at the time of purchase, the simultaneous use of 1 to 5 Cycles.

The Ticket-V only allows for 1 Cycle to be hired.

The User Pass excludes the use of the same Cycle beyond the limit of three consecutive hires per 24-hour period. The Pass also excludes the use of the Service for rental purposes or for regular commercial deliveries.

For all hires lasting at least 3 minutes, and in order to avoid any privatisation of a Cycle, a waiting period of between 3 and 5 minutes must be respected between two hires of the same Cycle.

No hire may 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 apply the penalties provided for in Article 9 and to deduct the corresponding amounts from the Deposit referred to Article 5.3.

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 use its best endeavours 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 Creating an Account

In order to subscribe to the Service and use it, the User must buy a Package on the Website, the App or directly on a Terminal equipped with a payment method.

- On the Website and the App, the User:
  - ✓ chooses a Package (Ticket-V, 24-hour Classic Pass, 24-hour Electric Pass, 3-Day Pass), and

- the number of Cycles the User wishes to hire at the same time when purchasing a Pass;
- ✓ defines his/her username (email address) and password which then give access to Account information;
- ✓ enters their details;
- ✓ chooses a 4-digit PIN;
- ✓ accepts these GCAU by ticking the box provided for this purpose and authorises the Operator to debit up to €300 for 1 Cycle or up to €600 for several Cycles as a Deposit, the terms of which are provided for in Article 5.3.
- From the Terminal, the User can:
  - ✓ choose a Package (Ticket-V, 24-hour Classic Pass, 24-hour Electric Pass, 3-Day Pass), and the number of Cycles they wish to rent at the same time when purchasing a Pass;
  - ✓ choose a 4-digit PIN;
  - ✓ accept these GCAU by ticking the box provided for this purpose and authorise the Operator to debit up to €300 for 1 Cycle or up to €600 for several Cycles as a Deposit, the terms of which are provided for in Article 5.3;
  - ✓ finally, the User is asked to enter their e-mail address and/or telephone number so that it can be provided upon subscription.

To finalise the subscription to the Service, the User must pay the amount of the Package by bank card.

The User authorises the Operator to debit the amount payable for the Package and/or paid uses 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. As of October 11, 2021, prepaid bank cards, virtual bank cards, as well as bank cards with systematic authorization are not accepted as a means of payment for any purchase of a Package on the Website and the Application.

To confirm the subscription, the User is asked to choose a 4-digit PIN and is then allocated an 8-digit Access Code. These 2 codes are requested successively when using the Service in any Station.

The Access Code and PIN are sent by email to Users having provided their email address. These codes are also available on their Account. When a Package is purchased at a Terminal equipped with a payment method, this 8-digit code is also printed on paper.

Once the payment is finalised, a statement is sent to the User by email. For Users having bought a Package through the Website or the App, the statement is also available in their Account under the 'Proof of Payment' heading.

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

Once the User has a Package, he/she may access the Cycles by the following means:

- the 8-digit Access Code generated by the Service plus the 4-digit PIN chosen by the User;
- A **compatible NFC** smartphone; this NFC access will only be available after downloading the App;
- a Navigo Card\* <sup>1</sup>;
- a Velib' Métropole Card.

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.

#### 4.1.3 How to Withdraw

In the event of a distance subscription, the User shall be entitled, without having to provide justification, or to pay any penalties, to exercise a right to cancel the Package 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 withdraw by returning, prior to expiry of the aforesaid period, by returning the Velib' website withdrawal

form, duly completed, or any other unambiguous declaration expressing his/her wish to withdraw, either by email to the following address: [service-client@velib-metropole.fr](mailto:service-client@velib-metropole.fr), or by post with acknowledgement of receipt to the following address: Service Clients Velib' 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 withdraw, the User shall receive a full refund of the amounts paid.

If the Service has been started before the end of the withdrawal period, the User shall be charged the full amount of the Package as well as any additional usage costs and/or penalties.

## 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

To borrow a Cycle, the User must:

- At a Station, stand directly in front of the Cycle for hire and press the "V" key on the V-Box to activate this Cycle;
- Enter his/her 8-digit Access Code on the V-Box keypad and press the "V" key again on the V-Box;
- Lastly, enter the 4-digit PIN.

If the User has a Navigo Card or a Velib' Métropole Card, the User can:

- At a Station, stand directly in front of the Cycle for hire 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;
- 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 "GO" appears on the V-Box screen.

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

If the User has bought a Pass that allows him/her to borrow several Cycles, they may repeat the actions defined above as many times as necessary to borrow several Cycles, within the limit of the number of Cycles authorised by their Pass.

For Electrically-Assisted Cycles, electrical assistance switches on automatically as soon as the User starts pedalling. 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;
- enter their 8-digit Access Code and then enter their 4-digit PIN;
- or, if applicable, scan their Navigo 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 located 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 enter their 4-digit PIN or use their Navigo 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.

As a result of these actions:

- A “STOP” message from the V-Box confirms 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 Package;
- Any other message from the V-Box indicates 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 on a *pro rata* basis 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 9 shall also apply.

#### 4.2.4 Procedure for borrowing and returning at a Station that no longer has an available Docking Station – Station +

Any User may return and borrow a Cycle secured by the Station+ system.

The Operator reserves the right to change the number of Stations with the Station+ system at any time. The Station+ system is activated by the Operator according to service regulation needs and according to the number of available Docking Stations in stations.

The activated Station+ system is only available in the Stations indicated on the Website and the App and when the V-Box offers it at the time of return.

A Station with the Station + system activated is indicated to Users by a yellow light at the top of the Terminal.

To return a Cycle with the Station+ return system, simply:

- press the “V” button on the V-Box to light the screen and then press the “2” button to activate the Station+ return system;
- insert the Cycle between two secure Cycles in Docking Stations;
- press the “V” button on the V-Box to confirm that the Cycle is correctly positioned between the two cycles secured in the Docking Stations and thus activate the automatic handlebar and steering lock
- then pull the cable attached to the right-hand terminal and insert it into the hole behind the headlight of the Cycle to be returned, press “V” to confirm the locking of the anti-theft cable.
- Enter the 4 digits of the cable indicated on the yellow background of the cable and press “V” to confirm the entry.

The V-Box then displays the message “STOP” which marks the end of the hire period.

### 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 and the price of use which

varies depending on the type and number of Cycle(s) hired and the period of use of the Service.

The User pays the price of use in proportion to the period of use of the Service.

If the User has bought a Pass that allows several Cycles to be hired at the same time, the charge is per Cycle for each journey.

For Users who have bought a Pass on the Website or the App: each journey can be seen in the 'My Account' section available on the Website, the App and the 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 Package, the amount of the Package and the amount corresponding to off-package use and any penalties related to the application of Article 9 are due on the expiry date of the Pass or Ticket.

The charges and conditions relating to each Package and out-of-package usage may be reviewed by the Operator after deliberation by the Local Authority. The charges and conditions associated with each Package may be subject to commercial discounts during periods set by decision of the Local Authority or to reductions obtained through the use of Promotional Codes.

### 5.1 Charges

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

#### 5.1.1 Charges applicable to any Package bought between 18 July 2021 and 31 July 2021

As the User has 15 days from the purchase of the Package to make their first hire, **the charges applicable to any Package bought between 18 July 2021 and 31 July 2021 are those in force since 1 January 2018.**

<sup>2</sup> The first 30 minutes are for hires lasting 29 minutes and 59 seconds or less. This reasoning applies to each 30-minute period

Mechanical Cycle	Electrically-Assisted Cycle
<ul style="list-style-type: none"> <li>The first 30 minutes of each journey are free of charge<sup>2</sup></li> <li>Beyond that, charging by 30-minute increments <sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>The first 30 minutes of each journey are charged from the first minute<sup>2</sup></li> <li>Beyond that, charging by 30-minute increments <sup>2</sup></li> </ul>

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

If the User bought a Package allowing the hire of several Cycles simultaneously, the invoicing is per Cycle for each journey.

#### 5.1. Charges applicable for all Packages bought on or after 1 August 2021

**For any purchase of a Package: the charges applicable to any Package bought on or after 1 August 2021 are those in force on 1 August 2021.** They may be revised by deliberation of the Syndicat mixte Autolib' Velib' Métropole.

Package	Mechanical Cycle	Electrically-Assisted Cycle
Ticket-V	The first 45 minutes are free of charge	
	Beyond that, charging by 30-minute increments <sup>2</sup>	
24-hour Classic Pass	The first 30 minutes are free of charge <sup>2</sup>	The first 45 minutes <sup>3</sup> are charged from the first minute
	Beyond that, charging by 30-minute increments <sup>2</sup>	

<sup>3</sup> The first 45 minutes are for hires of 44 min 59 sec or less. This reasoning applies to every 45-minute increment.

24-hour Electric Pass	The first 60 minutes are free of charge <sup>2</sup>	The first 45 minutes are free of charge <sup>3</sup> within the limit of six hires per calendar day from the time of pick-up. Beyond that: any additional hire over the same 24-hour period from the 1 <sup>st</sup> minute is charged
	Beyond that, charging by 30-minute increments <sup>2</sup>	
3-Day Pass	The first 60 minutes are free of charge <sup>2</sup>	The first 45 minutes are free of charge <sup>3</sup> within the limit of six hires per calendar day from the time of pick-up. Beyond that: any additional hire over the same 24-hour period from the 1 <sup>st</sup> minute is charged
	Beyond that, charging by 30-minute increments <sup>2</sup>	

The User pays the price of use in proportion to the period of use of the Service. Any 30 or 45-minute period commenced is, as applicable, charged in full.

### 5.2 Promotional Codes

The User can benefit from Promotional Codes, which he/she enters at the time of purchase. These Promotional Codes allow Users to benefit from discounts on the amount of their Packages.

The Operator may create Promotional Codes at its sole discretion. Users who benefit from these codes accept the terms of use of these Promotional Codes which provide for:

- use in a lawful manner for the target public and the purposes defined by the promotion concerned and in compliance with the specific conditions set by the Operator for each Promotional Code;
- may not be duplicated, sold or transferred, in any manner whatsoever, or made available to the public (whether posted on a public forum or otherwise) unless expressly authorised by the Operator;
- can be deactivated at any time by the Operator, if obtaining and/or using the Promotional Code proves to be fraudulent;
- cannot be exchanged or refunded;
  
- a period of validity which, beyond that, no longer allows their use.

If the Operator finds or believes that the use or refund of this Promotional Code has been made in error, fraudulently, unlawfully or in breach of the terms applicable to the Promotional Code or of the Terms and Conditions hereto, the Operator reserves the right to suspend the User and to deduct the unduly acquired amounts.

### 5.3 Deposit

When subscribing to the Service, the User is informed that when registering their bank card, the Operator, via its payment service provider INGENICO ECS, carries out the following:

- on the Website or the App, a bank card imprint which authorises the Operator to deduct all or part of the Deposit, in the event of the breaches indicated in Article 9 and giving rise to Penalties. The User enters their valid bank card identifiers on the subscription form screens for this purpose (card number, period of validity and CVV code).
- on the Terminal equipped with a payment method; the User enters their bank card in the payment reader and enters their PIN on the PCI DSS secure keyboard; in this subscription mode, a pre-authorisation to debit the bank card, corresponding to the amount of the deposit, is reserved on the balance of the card, which may affect the User's payment capacity.

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 amounts to €300 for each use of the Cycle valid for 30 days. For a hire of 2 to 5 Cycles, the amount is limited to €600.

If no Deposit is provided, the User cannot access the Service.

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

In accordance with Article 9 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 Operator applies the 3D Secure standards and complies with all developments of the security standards in force.

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 – USER'S OBLIGATIONS

The User undertakes to make normal use of the Service. In this respect, the User undertakes 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 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 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 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.

To maintain access to the Service, the User undertakes to keep a bank card valid for the duration of the Package. If necessary, the User will update their details and the validity date of their bank card directly from the User Account.

## ARTICLE 7 – RESTRICTIONS TO USE OF THE SERVICE

Access to the Service is prohibited to children under 14 years of age, whether accompanied or not.

The Service is accessible to children aged between 14 and 18 years of age; a Package 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 have an Access Code and PIN.

It is stipulated that Packages 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.

The User is authorised to use the Cycle in accordance with the terms herein, which exclude:

- 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 likely 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;
- the use of the same Cycle for a maximum of three consecutive hires per 24-hour period;
- the use of the Service for rental purposes or for regular commercial deliveries;
- And more generally any irregular use of a Cycle.

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

In case of suspected fraud, the Operator reserves the right to temporarily suspend User's access to the Service for up to one month

In fact, a suspension notice is sent to the User and the Operator shall suspend access to the Service until the User rectifies the situation.

During the suspension of access to the Service, the User remains liable for paying uses as well as any penalty(ies).

The Operator reserves the right to terminate the User's Package automatically and without compensation in the event of the User's failure to comply with the provisions of Article 7 hereto, which includes any theft, vandalism or endangerment of others.

#### **ARTICLE 8 – 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, namely;

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

Otherwise, the User shall report any incident via his/her Account 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.

Aside from the provisions for the sanitation of the Cycles taken by the Operator during its maintenance operations (by disinfecting parts in contact with Users that may have been handled), Users are responsible for complying with the health recommendations issued by the public authorities for all their journeys.

Except in cases of force majeure, 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 9.

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. The User is responsible for maintaining the security and confidentiality of his or her username and password.

#### **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 in the event of the User's breach in relation to the use of the Service.

The nature of the breaches 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;

It is recalled that in the case of a rental of two to five Cycles, the amount of the penalties will be applied as many times as there are Cycles concerned.

The Operator reserves the right to terminate the User's Account and Package automatically if the User is found to be in breach of the conditions set out in this article, including cases of theft, vandalism, endangerment of others and non-payment of invoices.

The User is informed that if the Cycle is not returned within 24 hours, he/she may be recognised when near 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 General Data Protection Regulation (GDPR) and the provisions of French Law 78-17 of 6 January 1978 as amended.

The Local Authority and the Operator are jointly responsible for processing the data collected as part of 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:

- 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;
- the possible temporary exclusion of Users

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 GDPR, within the limit of 3 years from the expiry date of any User's last Package.

The recipients of the data are the Operator's data processors 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 Service Provider to its data processors 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 aforementioned laws and regulation, the User has the right to access, correct, amend, object to and delete personal data concerning him/her. To exercise this right, Users simply need to make a request directly to Customer Service by email at the following address [service-client@velib-metropole.fr](mailto:service-client@velib-metropole.fr) or by post to: Service Clients Velib' Métropole - TSA 71111 - 92 667 Asnières-Sur-Seine Cedex, or to the Data Protection Officer (DPO) by email at [dpo@smovenqo.fr](mailto:dpo@smovenqo.fr).

By creating an Account, the User agrees to receive informational text messages and emails in the normal course of business arising from the use of the Service.

The User acknowledges that refusing to receive text messages or emails may affect his/her use of the Service.

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 text message as indicated 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 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 Velib' 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 Operator's mediator, the details and terms of application of which 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, shall be referred to the competent 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 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, to check the provisions that apply.

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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 Package and these GCAU shall automatically be transferred to the new Operator, whoever it may be.