

GENERAL CONDITIONS OF ACCESS TO AND USE OF THE VELIB' SYSTEM BY LONG-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 of and on behalf of the Syndicat mixte Autolib' and Velib' Métropole 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
- Email via the contact form on the site 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 – 92 667 Asnières- Sur-Seine Cedex.

Customer Service opening hours are as follows:

- Interactive Voice Server: 24 /7
- Advisors at your service: from Monday to Friday from 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

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

ARTICLE 2 – DEFINITIONS

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

Application: designates a free downloadable programme executable on a smartphone or tablet operating system (iOS or Android). It namely 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 or to change subscriptions, contact Customer Service and report an incident.

Bonus: time credit granted to the User based on the management rules defined under Article 5.3.

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.

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 Velib' 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 for in Article 11 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 following subscription. This code must be entered on the V-Box in order to access a Cycle.

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

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

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

Package: designates all forms of subscription offered to users of the Velib' Métropole service, including Long Term Packages (Subscriptions).

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.

Parties: refers to together the Operator, the User and the Customer having subscribed to the present GCAU on his/her behalf or on behalf of a minor in the case of a legal guardian.

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

Site: refers to the website www.velib-metropole.fr made 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 Station.

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

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

Electrically-Assisted Cycle: designates solely 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 a temporary 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 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.

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 the Subscriptions

Subscriptions are strictly personal to the person indicated as User at the time of subscription.

Subscriptions are valid for 12 full calendar months from the day of receipt of the subscription confirmation email. The Subscriptions offered within the scope of the Service are as follows:

Subscription	Description
V-Libre	<ul style="list-style-type: none"> • Cycle hire; • Access to the Station+ system to pick up and return a Cycle; • Pay-as-you-go billing from the first minute of use;
V-Plus	<ul style="list-style-type: none"> • Cycle hire; • Access to the Station+ system to pick up and return a Cycle;
V-Max	<ul style="list-style-type: none"> • Option to earn Bonus Minutes; • Subscriptions available at reduced rate and concession rate

3.3 Service Availability

As soon as the User arranges a Subscription, he/she may hire a Cycle an unlimited number of times during the period of validity of the Subscription.

The User's Subscription excludes the simultaneous hire of several Cycles. It excludes the use of the same cycle for a maximum of three consecutive hires per 24-hour period. The subscription 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 provided by the Operator's computer server shall stand. Beyond the Authorised Continuous Period of Use, the Cycle shall be deemed not returned and the Operator reserves the right to debit the amount from the Deposit, in accordance with the provisions of Article 11.

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 Creating 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:

- The Subscription and the terms of payment of this Subscription - monthly payment of the Subscription or payment in one instalment;
- The means of access: Velib' Métropole card or Navigo card*¹;
- His/her username (email) and password; which then enable access to Account information;

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 per cycle by way of a Deposit according to the terms set out in Article 5.4;
- Lastly, he/she is invited to choose to renew his/her Subscription automatically by ticking the box provided for this purpose; The User may activate or deactivate this renewal at any time from his/her account as stipulated in Article 4.4.

¹ *NAVIGO is a trademark of Ile de France Mobilités former - Syndicat des Transports d'Île-de-France [Île-de-France Transport Association]

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. 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.

When a Subscription is taken out on behalf of a minor aged between 14 and 18, the legal guardian will also have to provide an identity document and a parental consent duly signed by said legal guardian.

Beneficiaries of reduced or concessionary rate subscriptions cannot claim automatic renewal of their subscription, in view of the necessary annual verification of their supporting documents.

If it appears, on checking the supporting documents, that a 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. From then on, said User can no longer use the Service.

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 V-Plus or V-Max rate.

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 1st month of Subscription and any use made remain payable on the basis of the corresponding V-Plus or V-Max rate.
- If he/she has chosen to pay in a single instalment, a refund on a *pro rata* basis of the number of full months remaining up to the expiry date of the Subscription shall be made, any use made being deducted from the

amount refunded on the basis of the corresponding V-Plus or V-Max rate.

In order to finalise the subscription to the Service, the User must register a valid bank card number regardless of the type of Subscription and/or the payment method chosen (whether paying by bank card or via promotional code for all or part of the Subscription):

The User authorises the Operator to debit the remaining 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. 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 a temporary 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:

- Velib' Métropole Card: this is sent to him/her following Subscription to the address specifically indicated at

the time the Account was created. The card is sent to Subscribers at the address indicated during the update procedure within a period of 10 working days. The shipping costs are invoiced as soon as the shipment is made outside of France.

- 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 temporary 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 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 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 withdrawal form available on the website www.velib-metropole.fr, 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, 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 cancel, the User shall receive a full refund of the amounts paid with the exception of the part paid with a Promotional Code.

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 *pro rata* refund for the number of full months remaining up to the expiry date of the Subscription is made, with the exception of any additional usage costs and/or penalties, which remain due and payable

via the Promotional Code, 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 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;
- 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 “GO” 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.

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 Subscription;
- 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 11 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 Site and the Application 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 on 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 bicycle 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 time.

4.3 Change of Subscription by the User

The User may change his/her Subscription:

- Either to switch from a V-Free Subscription to a V-Plus or V-Max Subscription (including employees benefiting from the V-Max pro company offer via a Promotional Code);
- Either to switch from a V-Plus Subscription to a V-Max Subscription (including employees benefiting from the V-Max Pro company offer via a Promotional Code).

User can make this change from their account until the day before the expiry date of their current subscription.

The User benefits from the conditions of his/her new Subscription as soon as he/she receives the email confirming that the new subscription is active. The User re-commits for a period of one year: the new subscription is valid for 12 full calendar months from the day the request is processed.

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.

4.4 Subscription Renewal

When subscribing, Users are prompted to choose to renew their subscription automatically; with the exception of beneficiaries of reduced or concessionary rates as well as beneficiaries of a Subscription subscribed through a Promotional Code.

However, Users may activate the automatic renewal from their Account at any time up to the day before their Subscription expires.

Users are informed by email 45 days before their Subscription expires that it will be automatically renewed or that it will expire.

4.5 Subscription Termination

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 defined in 4.1.2.

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 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).
- Physical inability to ride a Cycle, whether temporary for more than 4 months or permanently (medical certificate required);
- Financing of a V-Max subscription by an employer within the framework of the V-Max Pro company offer (employer certificate specifying the name of the entity that financed the offer);
- Amendment of essential clauses of the GCAU by the Operator.

A cancellation request for legitimate reasons shall be sent by simple mail to: Service Clients Velib' Métropole – TSA 71111 – 92667 ASNIERES-SUR-SEINE CEDEX or by email to service-client@velib-metropole.fr with the supporting documents corresponding to the event in question.

The cancellation shall be effective within 10 working days of receipt of the User's request by Customer Service, as evidenced by the postmark.

In this case:

- 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 on a *pro rata* basis of the number of full months left until 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 Velib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex

The cancellation shall be effective within 10 working days of receipt of the User's request by Customer Service, as evidenced by the postmark.

In this case:

- 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 Termination For Breach

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

- expired or invalid bank card / direct debit authorisation;
- Partial or total non-payment of a monthly payment or of any amount payable under the Subscription and/or the uses.
- Use of the service in a manner that fails to comply with these GCAU.
- Any misrepresentation relating to the subscription and/or use of the service.

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.

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 Operator reserves the right to automatically terminate the User's Account and Subscription without compensation, if it appears that the User does not correct the situation.

The Subscription shall be cancelled immediately by the Operator in the event of fraud or malicious intent.

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.

In case of non-payment of invoices, collection fees may apply.

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

The Operator reserves the right to refuse any new Subscription request to a User for a period of 3 years from the end of the previous subscription in the case of a Subscription terminated for non-payment that was not settled.

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.

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 remaining due by the User shall be payable:

- Each month, on the anniversary day of the subscription, for Subscribers choosing to pay for the Subscription in 12 monthly instalments;

² The first 30 minutes are for hires lasting 29 minutes and 59 seconds or less. This reasoning applies to every 30-minute increment.

- 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.

As of 1 August 2021, for all Users, the amount corresponding to out-of-package usage shall be immediately invoiced if it exceeds the €10-threshold.

In the event of non-payment of any sum due for the service, the Operator shall suspend access to the Service until the Subscriber rectifies the situation.

The charges and conditions relating to each Subscription and out-of-package usage may be reviewed by the Operator after deliberation by the Local Authority.

They may also be subject to commercial discounts during periods set by decision of the Local Authority or to reductions obtained through the use of Promotional Codes.

The Operator reserves the right to modify the rates at any time, subject to one month’s notice; failing acceptance, the User may then request termination for legitimate reason “Amendment of essential clauses of the GCAU” as provided for and described in Article 4.5.1.

In the event of loss or theft of the Velib’ Métropole Card, the amount due for its replacement is €5.

5.1 Charges

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

5.1.1 Charges applicable from 24 April to 31 July 2021

The applicable rates are those in force since 1 January 2018.

Subscription	Mechanical Cycle	Electric Cycle
V-Libre	As from the first minute, charging in 30-minute increments ²	
V-Plus	The first 30 minutes are free of charge ²	The first 30 minutes ² are charged from the first minute
	Beyond that, charging by 30-minute increments ²	
V-Max	The first 60 minutes are free of charge	The first 30 minutes ² are free
	Beyond that, charging by 30-minute increments ²	

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.

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 the age of 27 must provide a photocopy of the front and back of a valid identity document; in the case of a Subscription taken out on behalf of a minor aged between 14 and 18 years of age, the legal guardian will also have to provide an identity document as well as a parental consent duly signed by the legal guardian;
- 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 old 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 old 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 www.solidaritetransport.fr).

5.1.2 Rates applicable from 1 August 2021

As from 1 August 2021, the rates applicable to any Subscription taken out, renewed or modified as from 24 April 2021 are, in accordance with Article 7 of the GCAU, those set out below. It is reminded that any Subscription taken out, modified or renewed prior to 24 April 2021 is subject to the rates in force since 1 January 2018, in accordance with Article 6 of the GCAU.

Subscription	Mechanical Cycle	Electric Cycle
V-Libre	The first 30 minutes are charged from the first minute	The first 45 minutes ³ are charged from the first minute
	Beyond that, charging by 30-minute increments ²	
V-Plus	The first 30 minutes are free of charge ²	The first 45 minutes ³ are charged from the first minute
	Beyond that, charging by 30-minute increments ²	
V-Max	The first 60 minutes are free of charge ²	The first 45 minutes are free of charge ³ within the limit of two hires per calendar day from the time of pick-up. Beyond that: any additional hire over the same 24-hour period from the 1 st minute is charged
	Beyond that, charging by 30-minute increments ²	

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.

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: the various beneficiaries shall provide documents to prove their status as follows:
 - ✓ young people under the age of 27 must provide a photocopy of the front and back of

a valid identity document; in the case of a Subscription taken out on behalf of a minor aged between 14 and 18 years of age, the legal guardian will also have to provide an identity document as well as a parental consent duly signed by the legal guardian;

- ✓ Adults that are 60 years old or more 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 old 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 old 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 www.solidaritetransport.fr).

5.2 Promotional Codes

Users can benefit from promotional codes that allow them to obtain a discount on their subscription amount or additional bonus minutes. They must enter these promotional codes either at the time of subscription (for discounts on subscriptions) or at any time for bonus minutes.

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:

³ The first 45 minutes are for hires lasting 44 minutes and 59 seconds or less. This reasoning applies to every 45-minute increment.

- 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 that the use 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 Time Bonus

Every Subscriber to V-Plus, V-Max or V-Max Pro who takes a Cycle from a full station, where there is no Docking Station available, and/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 increments.

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.

5.4 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 11 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 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 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 11.

In accordance with Article 11 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.

5.5 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 - PROVISIONS APPLICABLE TO USERS WHO HAVE TAKEN OUT, RENEWED OR MODIFIED A SUBSCRIPTION BEFORE 24 APRIL 2021

Notwithstanding the provisions of these GCAU, the provisions set out below apply **to any User who has subscribed, renewed or modified a Subscription before 24 April 2021 until the expiry date of said Subscription.**

6.1 Subscriptions and Charging Conditions

All subscriptions taken out before 24 April 2021, regardless of **their end date**, will be subject to the pricing terms set out in Article 5.1.1. until the end of the said subscription, whether it is before or after 1 August 2021.

The rates for Subscriptions and use are available at any time on the Website, the Application and the Terminal under the heading "Rates" and are referred to as "Long-term Subscription - Velib' Métropole pricing grid applicable until 31 July 2021".

6.2 Change of Subscription by the User

The User is hereby informed that any modification of the Subscription decided by the User in accordance with the terms and conditions set out in Article 4.3 of the GCAU shall entail, upon receipt of the email confirming that the new Subscription is active, the immediate acceptance of the GCAU and the pricing conditions then applicable.

If this change to the Subscription occurs before 1 August 2021: the provisions of Article 7 shall apply.

6.3 Subscription Renewal

The User is informed that any Subscription taken out before 24 April 2021 cannot be automatically renewed, whether or not the User has activated this option at the time of their initial subscription or from their account. The user must then subscribe from their account to a new Subscription and thus accept the GCAU and pricing conditions in force at the time of subscription.

6.4 Legitimate Cancellation

The User is expressly informed that he/she will not be able to rely on the provisions of the termination mechanism for legitimate reasons resulting from the provisions of Articles 4.5.1 and 5 of these GCAU after the application of the new pricing conditions.

ARTICLE 7 - PROVISIONS APPLICABLE TO USERS WHO HAVE TAKEN OUT, RENEWED OR MODIFIED THEIR SUBSCRIPTION BETWEEN 24 APRIL AND 1 AUGUST 2021

Notwithstanding the provisions of these GCAU, the provisions set out below apply **to any User who has taken out, renewed or modified a Subscription between 24 April and 1 August 2021.**

7.1 Subscriptions and Charging Conditions

All subscriptions taken out, renewed or modified from 24 April 2021 onwards will be subject to the pricing terms set out in Article 5.

The User is informed that:

- between 24 April 2021 and 1 August 2021: any usage not included in the package will be charged according to the terms and conditions set out in Article 5.1.1,
- From 1 August 2021: any usage not included in the package will be charged according to the terms and conditions set out in Article 5.1.2,

which the User expressly accepts.

The rates for Subscriptions and use are available at any time on the Website, the Application and the Terminal under the heading "Rates" and are referred to as "Long-term Subscription - Velib' Métropole price list applicable until 31 July 2021" for the period up to 31 July 2021 and "Long-term Subscription - Velib' Métropole price list applicable from 1 August 2021" for the period from 1 August.

7.2 Change of Subscription by the User

The User is hereby informed that any modification of the Subscription decided by the User in accordance with the terms and conditions set out in Article 4.3 of the GCAU shall entail, upon receipt of the email confirming that the new

Subscription is active, the immediate acceptance of the GCAU and the pricing conditions then applicable.

7.3 Subscription Renewal

The User is informed that any Subscription taken out between 24 April and 1 August 2021 and under an automatic renewal shall be subject to the GCAU and the pricing conditions in force at the date of renewal of the Subscription, which the User expressly accepts.

7.4 Legitimate Cancellation

The User is expressly informed that he/she will not be able to rely on the provisions of the termination mechanism for legitimate reasons resulting from the provisions of Articles 4.5.1 and 5 of these GCAU after the rate change resulting from the application of the new pricing conditions.

ARTICLE 8 – 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 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 11.

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 valid for the duration of the Subscription. If necessary, the User will update their details and the validity date of their bank card directly from the User Account.

ARTICLE 9 – 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 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 the terms and conditions hereof, 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;
- The simultaneous taking of several Cycles;
- 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 suspicion of fraud, the Operator reserves the right to temporarily suspend the User's access to the Service for up to one month.

At the end of this period, if the fraud is proven, and in the absence of correction by the User, the User's Subscription shall be terminated for Breach.

During the suspension of access to the Service, the Subscriber remains liable for the payments of his/her Subscription and/or paying uses as well as any penalty(ies).

The Operator reserves the right to cancel the User's subscription automatically and without compensation under the conditions defined in Article 4.5.3 if it is found that the User has not corrected the situation, not observed the conditions stipulated in this Article, particularly in the event of theft, vandalism or danger to others.

ARTICLE 10 – USER'S RESPONSIBILITY AND DECLARATIONS

The User declares that he/she is able to use a Cycle and is physically fit to do so (sufficiently tall, in good health, etc.)

Since the Cycle is placed under the User's responsibility, he/she is advised, before actually using the Cycle picked up, to carry out a basic check of its main apparent functional aspects, and:

- 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 from 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.

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 directly caused 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 11.

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 login 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 11 – 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 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, 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.

ARTICLE 12 – 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).

The Local Authority is responsible for processing the data gathered in connection with the Service, and the Operator is the subcontractor. 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 GDPR, within the limit of 3 years from the expiry date of any User's last subscription..

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 outside 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 regulations, 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 or by post to: Service Clients Velib' Métropole - TSA 71111 - 92667 ASNIERES-SUR-SEINE CEDEX, or to the Data Protection Officer (DPO) by email at dpo@smovengo.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 13 – 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, or by sending a letter to Service Clients Velib' Métropole – TSA 71111 – 92667 ASNIERES-SUR-SEINE CEDEX.

The User must do so within 6 months of the event disputed.

In accordance with Article L.612-1 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: 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 14 – 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 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.