

**GENERAL CONDITIONS OF ACCESS AND USE OF  
THE VELIB' SYSTEM BY LONG-TERM USERS -  
INDIVIDUALS**

**DATE OF LAST UPDATE: 15 NOVEMBER 2022**

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**ARTICLE 1 – PURPOSE**

The Velib' system is a self-service bicycle system (the "Service") offered by the joint association Autolib' et Velib' Métropole (the "Public Authority") and entrusted to the company Smovengo (the "Operator"). The company Smovengo acts in the name and on behalf of the joint association Autolib' and Velib' Métropole for the operation of the Velib' public service.

The purpose of these GCAU is to define the terms and conditions for the provision of the Service to individuals (the "User(s)"), for their personal use, under the conditions defined below.

**1.1. Customer Services contact details**

- [www.velib-metropole.fr](http://www.velib-metropole.fr)
- Email via the contact form on the website [www.velib-metropole.fr](http://www.velib-metropole.fr)
- (+33) 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, France

Customer Services opening hours are as follows:

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

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

SMOVENGO  
10 rue du Commandant d'Estienne d'Orves  
92390 Villeneuve-la-Garenne, France

**ARTICLE 2 – DEFINITIONS**

**Subscription:** refers to the V-Plus, V-Max and V-Libre Long Term Subscriptions available with a fixed annual commitment period.

**Application:** refers to a free downloadable programme and run from the operating system (iOS or Android) of a smartphone or tablet. It allows any Service User to find a Vélib' or a station nearby but also to choose a route suitable for cyclists, to check the number of km travelled, to subscribe to the Service or to change subscription, contact Customer Services and report an incident.

**Bonus:** refers to the time credit granted to the User according to the management rules defined in Article 5.3.

**Terminal:** refers to street furniture allowing the User to sign in and access the information present on their 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 and to contact Customer Services.

**Docking Station:** refers to the docking points situated at the Stations allowing the pick-up and return of bicycles securely by the User.

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

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

**Customer:** refers to any individual with the right to contract, purchasing one or more Services on their behalf or on behalf of a minor as legal guardian.

**Temporary Access PIN:** refers to the 8-digit personal PIN allocated to the User upon completion of the subscription process and valid for 30 days. This PIN must be entered on the V-Box in order to access a bicycle.

**Promotional Code:** refers to the code enabling the Customer to obtain a reduction on the amount of the Subscription or additional bonus minutes.

**Temporary Secret PIN:** refers to the 4-digit personal PIN assigned to the User at the end of the subscription process. This PIN must be entered on the V-Box after the 8-digit Temporary Access PIN has been entered

**Account:** refers to the customer account created by the User allowing them to access the Service.

**Continuous Period of Authorised Use:** means the period of 24 consecutive hours from the time of collection of the bicycle which no rental may exceed.

**Package:** refers to all the long-term subscription options offered to Users of the Velib' Métropole service, namely the V-Libre, V-Plus and V-Max options.

**Île-de-France Mobilités:** refers to the Mobility Organising Authority for the Île-de-France region, formerly known as STIF - Syndicat des Transports d'Ile-de-France.

**IDFM Connect:** refers to the authentication service allowing secure access to the services of Ile-de-France Mobilités and some of its partners.

**Navigo:** refers to the brand that owns Île-de-France Mobility.

**Parties:** refers to the Operator, the User and the Customer who has subscribed to the present GCAU on their behalf or on behalf of a minor in the case of a legal guardian.

**Station:** refers to the Velib' parking area equipped with a Terminal, Docking station and specific padlock cables in the case of stations equipped with Station +

**Station+:** refers to the system formerly known as Park+ which allows Users to secure their bicycle in a Station where there are no available Docking Stations. This device consists of attaching one's bicycle between two bicycles by means of a specific padlock cable present on a Docking station according to the method described in article 4.2.4. In each equipped station, the number of bicycles that can be returned in Station + corresponds to the number of lock cables made available on the Docking stations.

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

Website: refers to the www.velib-metropole.fr website made available to Users, Customers and people wishing to obtain information on the Service, subscribe to the Service, contact Customer Services, locate a station or consult the GCAU.

User: refers to any individual over the age of 14 using the Service with a Subscription.

Bicycle: refers to both the Mechanical bicycles and the Electrically-Assisted bicycles used as part of the Service offered by Velib' Métropole.

Electrically Assisted Bicycle: refers to the electrically assisted bicycles used as part of the Service offered by Velib' Métropole.

V-Box: refers to the electronic box, built into the handlebars, which allows direct access to the bicycle either by entering a Temporary Access PIN, or by passing the card over the screen, or via a compatible smartphone with the NFC function activated. 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 bicycle according to the terms described below.

The Service consists of Stations comprising a Terminal and Docking stations allowing the rental and return of bicycles used within the framework of the Service.

The Terminal allows the User to:

- log in and access the information in their Account;
- To check the status of Stations situated nearby;
- To obtain information on the Service;
- obtain a receipt of return from Terminals equipped with a method of payment;
- To contact Customer Services;

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

- To login;
- borrow, use and return a bicycle;
- 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 the User at the time of subscription.

Subscriptions are valid for 12 full calendar months from the date of receipt of the subscription confirmation email.

The Subscriptions offered as part of the Service are as follows:

Subscription	Description
V-Libre	<ul style="list-style-type: none"> <li>• bicycle hire;</li> <li>• access to the Station+ system to pick up and return a bicycle;</li> <li>• usage billing from the first minute of use;</li> </ul>
V-Plus	<ul style="list-style-type: none"> <li>• bicycle hire;</li> <li>• access to the Station+ system to pick up and return a bicycle;</li> <li>• option to earn Bonus Minutes;</li> <li>• subscriptions available at reduced rate and concession rate</li> </ul>
V-Max	<ul style="list-style-type: none"> <li>• option to earn Bonus Minutes;</li> <li>• subscriptions available at reduced rate and concession rate</li> </ul>

#### 3.3 Service Availability

Once the User has a Subscription, they can rent a bicycle for an unlimited number of times during the period of validity of their Subscription.

The User's Subscription excludes the simultaneous use of several bicycles. It excludes the use of the same bicycle within the limit of three consecutive rentals per 24-hour period. The subscription also excludes the use of the service for rental purposes or for regular commercial delivery.

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

No rental shall exceed the Authorised Continuous Use Period.

After the Authorised Period of Continuous Use and except in cases of circumstances beyond the Operator's control or fault, the bicycle shall be deemed not to have been returned

and the Operator reserves the right to deduct the amount of the Deposit, in accordance with the provisions of Article 9.

The Service is accessible within the limit of the number of bicycles available in each Station, 7 days a week, 24 hours a day, without interruption, except in the event of circumstances beyond one's control or in the event that the competent authorities impose a total or partial, temporary or definitive restriction on the use of one or more Stations or on bicycle travel in the territory where the Service is located.

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 – TERMS OF ACCESS TO 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 is informed that the process of subscribing to the Service requires verification via sms of the validity of the User's telephone number.

The User selects:

- their Subscription and the terms of payment of their Subscription - payment of the Subscription on a monthly basis or a single payment;
- the means of access: Velib' Métropole card or Navigo card or NFC compatible smartphone;
- their login (email) and password; which then enable access to Account information;

Then:

- they enter their contact details;
- they must also accept these GCAU by ticking the box provided for this purpose and, in particular, authorise the Operator to deduct up to €300 per bicycle as a Deposit, according to the terms set out in Article 5.4;
- finally, the Subscriber is invited to choose to renew the Subscription by automatic renewal by ticking the box provided for this purpose; the Subscriber may activate or deactivate this renewal at any time from their account as stipulated in Article 4.4.

The holder of a Reduced Rate or Concession Rate Subscription must also provide all the required documents as defined in Article 5.1 when subscribing on the [www.velib-metropole.fr](http://www.velib-metropole.fr) website, bearing in mind that the allocation of these charges is conditional upon the said documents being uploaded to the Site during the subscription procedure.

If a Subscription is taken out on behalf of a minor aged between 14 and 18, the legal guardian must also provide an identity document and a parental authorisation duly signed by them.

The holder of a Reduced Fare or Concession rate Subscription cannot claim automatic renewal of their subscription, given the necessary annual verification of their supporting documents.

If it appears, on checking the supporting documents, that the holder is not eligible for a reduced or concessionary rate, the User's account will be suspended. From then on, they 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 as soon as possible;
- or they are not eligible for the reduced or concessionary rate following an examination of the documents, and are then given the option of a Subscription at the standard V-Plus or V-Max rate.

If, 3 months after subscribing, the User has still not sent acceptable documents, the Subscription shall be cancelled "free of charge":

- if the User has chosen monthly payment: direct debits for the monthly payment of the Subscription are blocked as soon as the Subscription is suspended. No reimbursement is made, the first month's Subscription and any consumption remaining due on the basis of the corresponding V-Plus or V-Max tariff.
- if the User has chosen to pay in a single payment, a pro rata refund of the number of whole months remaining until the expiry date of the Subscription is made, with any usage 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 whatever the type of Subscription or/and the method of payment chosen (whether it is payment by bank card or via a promotional code for all or part of the Subscription):

- the User authorises the Operator to debit the outstanding amount for the Subscription and/or paid uses as well as the Deposit, if applicable, to the bank card registered on 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 from the Visa, MasterCard and American Express networks are accepted. As of 11 October 2021, prepaid bank cards, so-called "virtual" bank cards and systematic authorisation bank cards are not accepted as a means of payment for a new subscription or renewal, for any modification of the Subscription or for any modification of bank card details.

To confirm the subscription, the User is asked to choose a 4-digit Temporary Secret PIN and is then allocated an 8-digit Temporary Access PIN. These 2 PINs are requested one after the other to access the bicycle.

The Temporary Access PIN and the Temporary Secret PIN are sent by email and are also available on the User's Account.

For security reasons, the User has a maximum of 30 days to activate their Card on the V-Box or to link their compatible NFC smartphone powered by Android with their Temporary Access PIN by following the instructions displayed on their smartphone, before their Temporary Access PIN and their Temporary Secret PIN are deactivated.

Once the subscription has been finalised, a statement is sent to the User by email and is also available on 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.

In accordance with Article L. 223-2 of the French Consumer Code, the User is informed that they may refuse to be contacted by telephone by registering on the telephone marketing opposition list on the website <https://www.bloctel.gouv.fr/>.

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

Once a Subscriber, the User can access the bicycles by the following means:

- Vélib' Métropole Card: this is sent to them following Subscription to the address specifically indicated at the time the Account was created. This card is sent within 10 working days. Postage costs will be billed if the card is sent outside France;
- the Navigo Card;
- a compatible NFC smartphone powered by Android; this NFC access will only be available after downloading the Application.

Once they have subscribed, the User can use the Service immediately by entering their 8-digit Temporary Access PIN plus the 4-digit Temporary Secret PIN on the V-Box of the bicycle. The User can then use the Service at will while waiting for the reception of their new Card, if they do not already have one.

#### 4.1.3 How to Withdraw

In the event of a remote subscription, the User shall be entitled, without having to provide justification or to pay any penalties, to exercise a right to cancel the Subscription arranged within a period of 14 calendar days from the date of receipt of the subscription confirmation.

In this case, the User shall inform Customer Services of their decision to withdraw by returning, before the expiry of the aforementioned period, the withdrawal form available on the website [www.velib-metropole.fr](http://www.velib-metropole.fr), duly completed, or any other unambiguous statement expressing their wish to withdraw, either by e-mail 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 – 92667 Asnières-Sur-Seine Cedex, France

If the Service has not started at the time the User exercises their right of withdrawal, the User will receive a full refund of the amounts paid; with the exception of the part paid via Promotional Code

If the Service has begun before the expiry of the withdrawal period, in which case:

- if the User has chosen monthly payment, they will be charged the full amount of the Subscription for the current month as well as any additional usage costs and/or penalties;
- if the User has chosen to pay in a single payment, a pro rata refund of the number of whole months remaining until the expiry date of the Subscription is made, with the exception of the part paid via the Promotional Code; the current month as well as any additional usage costs and/or penalties remain due.

## 4.2 Terms of use of the bicycles

### 4.2.1 Procedure for borrowing bicycles at the Station at the start of the hire period

When first hiring a bicycle, the User must:

- go to a Station directly in front of the bicycle of their choice and press the "V" button on the V-Box to activate it;
- present their Card in front of the V-Box reader;
- enter the 8-digit Temporary Access PIN on the V-Box keyboard and press the "V" button on the V-Box again;
- enter the 4-digit Temporary Secret PIN;
- finally present the Card in front of the reader again.

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

For Electrically-Assisted Bicycles, 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 bicycle outside a Station during the hire period

It is possible to lock the bicycle 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 bicycle outside a Station, the User must:

- Stop and press the "V" button on the bicycle V-Box;
- scan their Card or Smartphone on the V-Box;

- Follow the V-Box instructions to confirm that the User is taking a break.

The bicycle's steering is locked automatically.

It is also essential, however, to take the cable incorporated into the bicycle 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 bicycle to a fixed structure.

To unlock the bicycle, the User must:

- press the "V" button on the bicycle V-Box;
- then tap their Card or Smartphone on the V-Box.

The bicycle steering unlocks automatically. The User must then manually remove the lock cable and place it back in its original place in the bicycle handlebars before continuing their journey.

### 4.2.3 Procedure for returning the bicycle to the Station following hire

To return a bicycle 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 bicycle is engaged and check:

- that the V-Box screen is switched on; if it is not, the User must press "V";
- and check that the bicycle cannot be removed.

As a result of these actions:

- a "STOP" message from the V-Box confirms that the bicycle 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 bicycle is not properly locked. The User must then reposition the bicycle 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 button after correctly repositioning the bicycle in its Docking Station.

If the bicycle is still not returned after these measures, the User must:

- either contact Customer Services as soon as possible (by telephone or from the dedicated menu on the Terminal) to identify the cause of the incident;
- or login at a Terminal equipped with a payment terminal to make a manual declaration of return of the bicycle enabling them to confirm the return time of the bicycle following the technical problem encountered.

If an error is recognised, the amount charged for the journey shall be calculated on a *pro rata* basis from the time the User informs Customer Services.

If no error is recognised or if the User does not notify Customer Services, and except in cases of force majeure or fault on the part of the Operator, the amount of the journey will be due in full, with the bicycle remaining under the Operator's responsibility. In addition, the provisions of Article 9 shall apply without prejudice to any recourse by the User.

### 4.2.4 Procedure for borrowing and returning to a Station equipped with the Station + feature which no longer has a free Docking station

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

As soon as the station is full, the Station + device is activated on all the Docking station's equipped with a cable.

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 on the top of the Terminal.

To return a bicycle to a Station+, simply:

- press the "V" button on the V-Box to activate it and then press the "2" button to activate the Station+ return system;
- insert the bicycle between two secure bicycles in the Docking Stations;
- press the "V" button on the V-Box to confirm that the bicycle is correctly positioned between the two bicycles 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 period.

#### 4.3 Change of Subscription by the User

The User may change their Subscription at any time:

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

The user 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 their new Subscription as soon as they receive the email confirming that their new subscription is active. The user re-subscribes for a period of one year: their new subscription is valid for 12 full calendar months from the day the request is taken into account.

The user is also able to change their 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, the User is invited to choose to renew their Subscription by automatic agreement, with the exception of recipients of reduced or concession rates and recipients of a Subscription purchased via a Promotional Code.

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

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

In accordance with the provisions of Article L.215-4 of the French Consumer Code, the provisions of Articles L. 215-1 and L. 241-3 of the same Code are reproduced below:

#### Article L.215-1 of the French Consumer Code

"For service contracts concluded for a fixed period with an automatic renewal clause, the supplier providing the service shall inform the consumer in writing, by a dedicated letter or e-mail, no earlier than three months and no later than one month before the end of the period authorising the rejection of renewal, of the possibility of not renewing the contract they have concluded with an automatic renewal clause. *This information shall be given in clear and comprehensible terms and shall mention, in a visible box, the deadline for non-renewal.*

*Where this information has not been sent to the consumer in accordance with the first paragraph, the consumer may terminate the contract free of charge at any time after the renewal date.*

*Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial fixed-term contract, shall in this case be reimbursed within thirty days of the date of termination, after deduction of the sums corresponding, up to that date, to the performance of the contract.*

*The provisions of this Article shall apply without prejudice to those which make certain contracts subject by law to special rules on consumer information. "*

#### Article L.241-3 of the French Consumer Code

*"Where the supplier has not made the reimbursement under the conditions laid down in Article L. 215-1, the sums due shall bear interest at the legal rate. "*

#### 4.5 Cancellation of Subscription

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

In all cases, termination results in the deactivation of the Means of Access 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 on legitimate grounds

The User may cancel their Subscription at any time, solely in the cases listed below, and must provide the relevant supporting documents with their cancellation request:

- change of the User's main residence to a town where the Service is not available (signed statement and evidence of residence);
- 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 incapacity to ride a bicycle, either temporarily for more than 4 months or permanently (medical proof);
- modification of essential clauses of the GCAU by the Operator.

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

The cancellation is effective within 10 working days from the date of receipt of the request by the Customer Services, 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 selected to pay in a single instalment, a refund shall be made prorata temporis for the number of whole months remaining until the Subscription expiry date.

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

Apart from cases of legitimate reasons, if the User wishes to cancel before their annual Subscription expires, they must send a cancellation request by standard post to Service Clients Vélib' Métropole – TSA 71111 – 92 667 Asnières- Sur-Seine Cedex, France

The cancellation is effective within 10 working days from the date of receipt of the request by the Customer Services, as evidenced by the postmark.

In this case:

- if the User has selected monthly payments, they will be charged for the instalments remaining payable up to the expiry date of their Subscription;

- if the User has elected to pay in a single instalment, no refund shall be made.

#### 4.5.3 Cancellation for fault

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

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

In fact, a suspension notice is sent to the User and the Operator suspends access to the Service until the User's situation is rectified.

While access to the Service is suspended, the Subscriber shall nevertheless continue to pay the instalments of their Subscription.

If, after a period of 3 months from suspension of access to the Service, the Subscriber has not rectified their situation, the Subscription shall be cancelled automatically.

The Operator reserves the right to terminate the User's Account and Subscription by operation of law and without compensation, if the User fails to rectify their 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, they owe the full amount of the outstanding instalments.

In the event of non-payment of invoices, collection charges may apply.

<sup>1</sup> The first 30 minutes are for hires lasting 29 min 59 seconds or less. This reasoning applies to every 30-minute increment.

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

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

#### ARTICLE 5 – CHARGING CONDITIONS

The Service allows access to the bicycles, charging for use shall only change based on the use of a Mechanical bicycle or an Electrically-Assisted bicycle.

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 bicycle 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 their journeys, the User shall provide the number of the corresponding journey in order to be able to identify the times of pick-up and return of the bicycle.

In the case of a V-Plus or V-Max subscription, the amount of the Subscription remaining payable by the User is due:

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

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

<sup>2</sup> The first 45 minutes are for hires lasting 44 minutes and 59 seconds or less. This reasoning applies to every 45-minute increment.

As of 1 August 2021, for all Users, the amount corresponding to out-of-plan usage will be immediately invoiced and debited as soon as it exceeds the threshold of 10 euros.

In the event of non-payment of any amount 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 Package 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 charges at any time, subject to one month's notice; if this is not accepted, the User may request termination for legitimate reasons "modification of the essential clauses of the GCAU" as provided 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 euros.

#### 5.1 Charges

As of 1 August 2021, the applicable charges are as follows.

Subscription	Mechanical bicycle	Electric bicycle
V-Libre	The first 30 minutes are charged from the first minute <sup>1</sup>	The first 45 minutes are charged from the first minute <sup>2</sup>
	Beyond that, charging by 30-minute increments <sup>1</sup>	
V-Plus	The first 30 minutes are free of charge <sup>1</sup>	The first 45 minutes are

<sup>3</sup> The first 60 minutes are for hires lasting 59 min 59 seconds or less. This reasoning applies to every 60-minute increment.

		charged from the first minute <sup>2</sup>
	Beyond that, charging by 30-minute increments <sup>1</sup>	
V-Max	The first 60 minutes are free of charge <sup>3</sup>	The first 45 minutes <sup>2</sup> are free of charge 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 first minute is charged
	After that, you will be charged for every 30 minutes <sup>1</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.

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

- Reduced rate: the various recipients mentioned below must provide documents to prove their status as follows:
  - ✓ young people under 27 years of age must provide a photocopy of both sides of a valid identity document; it being understood that in the case of a Subscription taken out on behalf of a minor between the ages of 14 and 18, the legal guardian will also have to provide an identity document as well as a parental authorisation duly stamped by them;
  - ✓ adults aged 60 and over provide a photocopy of both sides of a valid identity document.
- Concessionary rate: the various recipients shall provide documents allowing their status to be demonstrated, either for:

- ✓ individuals involved in the work integration process (16-25 years inclusive): a photocopy of the front and back of a currently valid identity document and a certificate of registration for one of the corresponding systems;
- ✓ grant holders (14-26 years inclusive): a photocopy of the front and back of a currently valid identity document and a specific certificate of the assistance received as an education grant holder;
- ✓ recipients of free transport from Ile-De-France Mobilités: a photocopy of the front and back of a currently valid identity document and the "Gratuité solidarité transport" certificate provided by the Agence Solidarité transport Ile-De-France (this certificate may be downloaded from the website <https://www.solidaritetransport.fr/>)

### 5.2 Promotional Codes

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

- 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 Time bonus

Any Subscriber to V-Plus or V-Max who takes a bicycle 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 bicycle and a V-Max Subscription).

It is used up in 30-minute periods.

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

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

### 5.4 Payments and Deposit

The User is hereby informed that when they register their bank card on the Website or the App via the services of the Operator's payment provider, INGENICO ECS, by entering their valid bank card details on the subscription form screens (card number, expiry date and CVV code), the User authorises the following payments to be made via their bank card to the Operator:

- I. recurring payment of the amount of each monthly Subscription if the User has opted for monthly payment or payment of the annual amount of the Subscription if the User has opted for annual payment;
- II. payment of the annual amount of the automatically renewed Subscription if the User has opted for annual payment and automatic renewal;
- III. recurrent payment of the amount of each monthly instalment of the automatically renewed Subscription if the User has opted for monthly payment and automatic renewal;

- IV. recurring payment of any out-of-plan usage on the anniversary date, it being remembered that if the amount corresponding to out-of-plan usage exceeds the threshold of 10 euros, it is immediately presented for payment;
- V. payment via the Deposit of any applicable penalties in accordance with article 9 of these GCAU.

For foreign bank cards, the attached bank account may be temporarily debited by the User's bank with the fixed amount of 300 euros.

The amount of the Deposit is 300 euros for each use of the Bicycle.

If the User does not provide valid bank card details, they cannot access the Service.

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

In application of the foregoing and in accordance with Article 9 of the GCAU, the User hereby authorises the Operator to deduct the sums owed by the User by way of penalties in the event of the User's failure to fulfil their obligations in the use of the Service and except in cases of force majeure or the Operator's fault. The User may also be exempted from payment of penalties by proving that the breach is not due to their fault, their negligence nor the violation of one of their contractual obligations

### 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 their 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 bicycle taken. They must avoid damage, destruction or disappearance of the bicycle. The User must systematically lock the bicycle with the anti-theft device at a fixed structure whenever they stop away from a station.

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

The User accepts that any breach of this obligation shall entitle the Operator, except in the case of fault on the part of the latter or force majeure, to the payment of a fixed penalty, the final amount of which shall be determined in accordance with the terms and conditions set out in Article 9, without prejudice to any recourse by the User.

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

The User undertakes to notify Customer Services of the loss or theft of the bicycle, or any other problem relating to the Bicycle or to the use of its Access Code, as soon as they become aware of the event in question and at the latest within 24 hours of becoming aware of the 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 Subscription. 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, 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 their responsibility.

The legal guardian of any minor who subscribes to the Service will be held responsible for any damage caused directly by the minor as a result of a fault on their part in using the Service.

As with all Users, minors over the age of 14 must have a Temporary Access Code and a Temporary Secret Code to activate their Card and access the Bicycles.

It is stipulated that Subscriptions and Access Codes are strictly personal and allow the User to pick up, use and return a Bicycle 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 bicycle according to these terms and conditions, which exclude the following in particular:

- Any use contrary to the provisions of the applicable highway regulations, particularly the provisions of the French Highway Code;
- any use on land or under conditions likely to damage the bicycle;
- Carrying any passenger whatsoever in any manner whatsoever;
- carrying a load of more than 10kg in the front basket;
- Any use of the bicycle that places the User or third parties in danger;
- any dismantling or attempted dismantling of all or part of the bicycle;
- the simultaneous use of several bicycles;



- the use of the same bicycle 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 bicycle.

The bicycle 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 suspends access to the Service until the User's situation is rectified.

At the end of this period and if the User fails to rectify the situation, the User's Subscription will be terminated for fault.

During the suspension of access to the Service, the Subscriber remains liable for the instalments of their Subscription and/or paid uses as well as any penalty(s), if applicable.

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 the User fails to rectify their situation or to comply with the conditions set out in this Article, and in particular in the event of theft, vandalism or endangerment of others.

## ARTICLE 8 – USER'S RESPONSIBILITY AND DECLARATIONS

The User declares that they are able to use a bicycle and are physically fit for such use (sufficient size, good health, etc.).

Since the Bicycle is placed under the User's responsibility, they are advised, before actually using the bicycle picked up, to carry out a basic check of its main apparent functional elements:

- 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.

If this is not the case, the User must report any incident via their Account or to Customer Services.

The User declares that they have taken out and are the holder of a current third party liability insurance covering the consequences of use of the bicycle.

The User is also advised:

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

Aside from the provisions for the sanitation of the bicycles 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 bicycle throughout the Period of Use, including when this exceeds the Authorised Continuous Period of Use in the event of late return by the User.

Except in the case of force majeure or fault on the part of the victim, the legal guardian of any minor who subscribes to the Service will be held responsible for any damage caused directly by the minor as a result of a fault on their part in using the Service.

Any loan for a period of more than 24 hours shall be deemed to be a case of disappearance of the bicycle 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 bicycle for which the User is responsible, they are required to report such disappearance to Customer Services within 24 hours of the initial loan and to file a complaint for theft of the bicycle with the police within 48 hours, the bicycle remaining under the User's full responsibility until a copy of the aforesaid complaint is submitted to Customer Services.

In the event of an accident and/or incident involving the bicycle, the User is required to report the event to Customer Services as soon as possible. The bicycle shall remain

under the User's responsibility, either until it is locked at a Docking Station or, failing this, the User must secure the bicycle using the cable incorporated into the bicycle handlebars.

For the creation of their Account, the User has sole responsibility for the choice of log-on 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 log-on details are lost or forgotten, the User must contact Customer Services.

The User is responsible for maintaining the security and confidentiality of their username and password.

## ARTICLE 9 – PENALTIES

The Deposit paid by the User when subscribing to the Service may be used by the Operator to deduct any sums due as penalties in the event of the User's failure to use the Service.

The nature of the breaches and the amount of the associated penalties are as follows:

- theft of the bicycle by force: €100 for a mechanical bicycle and €150 for an electrically-assisted bicycle (the receipt of the report made to the police station is taken as full and final evidence);
- disappearance of the bicycle without justification from the start of hire, full debit of the deposit: €200 for a mechanical bicycle and €300 for an electrically-assisted bicycle;
- damage sustained by the bicycle attributable to the User: fixed amount of €100 per bicycle.

## ARTICLE 10 – DATA PROTECTION

By creating an Account and subscribing to the Service, the User agrees to the collection and processing of their personal data by the Operator or any designated provider in accordance with the General Data Protection Regulation (GDPR).

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:

- online subscription to the Service;
- bicycle management;
- Management of commercial relations with Users;
- Management of Access Codes allowing use of the bicycles;
- 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 data processors as well as the partners concerned by the Service, and the Local Authority. With this in mind, the User agrees to their 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 them. To exercise this right, Users simply need to make a request directly to Customer Services by email to [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, France, or to the Data Protection Officer (DPO) by email at [dpo@smovengo.fr](mailto: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 their 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 Services 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, France.

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 Services.

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 Services.

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 declares full awareness of the fact that their 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.

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 their Subscription and these GCAU shall automatically be transferred to the new Operator.